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(300) J. M. Morgine Commissioner of Das du for the Levitor of French. Elate of Cartificing bety and County of San Granding &

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Recorded at request of Frances Jan. 5 1865 at 15 min post 3 Pm.

- 308-309 A. M. Ceasy Recorder

The Wallin B. This Indintine made the Fifth day of January in dec To 3 183, 500 E. year of our Ford One Thousand Biglik Houndred and Birty five di D. Donn poon To, Sativeen Mr. Wallin of Oringinia, Stoney County, State of horada Joanly of the first fast and H. & Sompson of the Same place party of the second parts Witnesectly That the said party of the first party for and in consideration of the Sum of thirty dollare (\$30) Pariful money of the Winted State of Banaises to me in hand paid by the said party of the second part at or before the encent ing and delivery of diese presents, the receipt whereof is hereby action of days Tino granted, trangained, hold, released, remixed and conveyed, and by thece presente dothe grant hargain, sell, remise and convey unto the point party age stree secret point would be his him, and more for for ever, atthe surject of the tills court interest, in and to a container mile Sett, Lebrate, in an one Solds Sommer stionarty & State aforeside desired in positions of the Socation made by & the is istolarily and this Smith, and recondedien the records of the County The order of Strong County, State of Renada, Said Conneyance being all my right bills about without in & to ake land and made purning to under a and through said mark site considing of about account

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over Election recording over Lange & our wheels to settled the deedling have of James a Colorch, Regardier while out and conquitar the Community Love I'm months and properties were borrenate belonging, wine anywhere a felicit I writing sout the some information and some winers some sometimes and the mentioned Wester become read profite their cof and also all the selecter right distancement , of the whomes decontribute peroperty, become, chains and demonstrate that sooners are well in law as in squity of the said posty of the final part of in 1011 to the above described promises, and every back and boxest chestiff with The oppositionness. To have and to Hold, all and singular the above reconcillation and princes does and is on forementers, largerties while the afformer in go to receive the expect fracting of the property had been been to be and to be a few health and sign of the course for Melicard Married the stands prody felit finet back for the will sole his boards and seed the day and year first above wildown James & Carrefold Ch 1972 Elate of Hourds County of Georg & he On deis fifteenests day of September U. B. One Three or god right he medical and Energ Ein Cafare rue It Il Walle a Holding Relikear him weed, four raids Course by, associating a Courses trily conversion and and emening becaused in appeared of Money with extense, running, in sufficient to the armenial lundrumient or a portly charete, who is personally human towned to be the individual desprised in and who executed the amount substituted, and who duly achievered god to were that hieranied the same free by and returned to by and for the unanced purpose observing and Cornel to William Mercy Share become out my Land, and offin ted any official lead of my office in said landy she day and year in the landificate first above intelling Readed at request of Groutes Safet 15 do 1866 of 45 mine fact 1 2 Hl BKa6 Doeds Pg 612-613 16. M. Voncy Renorder Mr. M. Sorrespond (The horasing Frate Gentle Sevening trates .

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more person described in and who versited the said account to his withinmore person described in and this said Thomas Whe have duly nettionledged to me that he rescribed the same freely and voluntarily, and
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himmate out my hand and affined my official scal, the day and
year in this bestificate first above within.

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(could be request of I. H. Direk September 20, at 20 nine post 9

a. 116 Book 42 91-92 Soul D. Hickor Keender

1 It. St. Smith Whis Inducation, ready the 211th day of September in The

. To a year of my Lord one thousand right hundred and executy H. X. Thompson) sevent. Betiren B. D. Smith of Story County Herader party of the 1st part and 96. X. Thompson of the same place the party of the execute part, Wilmarsth, That the said party of this first part, for and in consideration of this sum of Fine thousand dollars Gold core of The United States of america to him in hand paid by the exist party of the exceed part. The receipt whereof is hereby acknowledged, does by there jorrerub, remise release, and former quibelains unto the eart party of the execute part, and to his here and assigne all that critain but piece or parent of land situate in the County of Story State of Hernda Get bounded and particularly described as follow to mit; an underided one half of that certain piece, parel and lot of land including a certain Hill side Aum as the Rausdill Will site and Wills logether with the Hale. privilege upon the primises estuate lying and bring in the County of Story and State of Wivade, on the road leading from Gold Heill to Silver City designated and described on the Official Map of the Fine

of Gold Will at Sot no. 33. Block & Range 6 commencing at the Mr comer of Succer Will property running theme Worth to a certain chaft adjuining the Pacific Will property a distance of about 130 feet Thruce early across Gold Canon to a shaft lying between the Pacific les and granter boundary live: thrue Southerly to Succer Boundary lines 130 fret and thrues along the Succer line to the place of beginning caid princes bring part of location made Dec. 31 1862 by J. H. With II and G. It Swith. Dogether with all and engular, the trumments, hereditan ruto, and apportmaners, thereunto belonging, or in auprice apportaining and The reversion and reversions, remainder and remainders, rents, issues and profit thereof. To have and to hold, all and singular, the each prime--isro, together with the apportenances, muto the said party of the execut part, and to his him and assigns forest. In interes whereof the said party of the first part has hereunte art his hand and seal the day and year first above smittens. 13. F. Smith (end) County of Story I thousand Eight hundred and eventy army personally appeared before new a. Williams a notary Public in and for the said -Country of Story State of newada, B. D. Smith whose name is subscribed to this amused instrument as a party thirto personally Kum to rue to be the came person described in and who executed this said annexed sustrument as a party thereto and he the said B. di Swith duly acknow-- brigged to me that he executed this came freely and voluntarily and for the uses and purposes therein mentioned. In nitives whereof I have hereunt act my haust and officed my Official enal. Tho day and year in this bestificate first above milled. a. Williams Twary Gublic Gerden at the request of Granter September 26 a.D. 1844 at 50 Time past & a. W. Ord Drichol Krender M. M. Bride This Dudenture, made the thirtiethe day of June in the your of our Lord our Thousand Eight hundred and ervenly M. Buller) six, Between Michael Me Bride of the City of Virguino Country of Story and States of Usuadas this party of the first part and Michael cond from the down to eventy of Atony give hely want to the good to over many there is the the server of the server described in the most of the ten down from Ret, check and have for the server described in hand who expected the down from Ret, check anthrought to one that he expected the down prely come watering and for the uses and proposes therein mentioned of Witness Whereof. I have hereinto det my hand and affined any official deal the day and good in this certained and affined any official deal the day and good in this

Flat and Recorded this At day of July 1886 at Require
of John Gents at 30 omni past 10 a m

John Rose Recorder

B. F. Smith This hickentine boads the eleventer day Jagannang in the year of and Lord one H. X. Thompson Thomsond light Ismatred and lighty two Return By Smeta of Oakland Alameda bo State of bulgonned party of the first part and ob X Thompson of Rold Hell Stoney bounty State of Newacian the party of the Second part Witnesseth what the land pourty of the first part for and in consideration of the sen of one thornound and two hundred Adlans in Sola Com of the Hereties States of america to him an house point by the Land party of the Second part the occupie wherey is hereby acknowledged has remed or leased must forever quitelemed and by these presents do occorre orcharcement forever quetelosin unto the said party of the Socored fore And to his heres and assigns the implimeded and half of all that certain fuce parcel and let of fance selvating a certain bill site and Water forwelige from the timesers detrate fing and being in the they state of Neworda on the soul

to shape ing betweenter processe ampongs and granter formday him there doubling to his Anceon brimpary line a distance of whole one and for word and thereby feel and hince whomag his Ancer line to the place of beginning it being on hart and founded of a certain broation made on the there of first day of December t. D. 1862 by 976 Withhell mill & I Smith Together with all and dayselve the timension have detorments and appointmances thereauto helvinging on an anywarie appertament and the ornerson and neversions or minutes and remained out verses and projets thereof and also all the estate orghit title interest property possession closin and demand whatever as well in Some as in equity of the done party of the first feart, of in on to the land from and every part and hand thereof with the approutenances, so House and to hola all and long where the Love of presences together with the appoint onces, suito the Loud party of the Second frant, and to his him and assyns forever. In Witness Whereof the Love party of the first part has hereunt det his home and seal the day and year first above writen. Degree deales and delivered in processe B. F. Smith Eleas The improved one half of interlined before } execution N. H. Biverall State of balgorna } de County of Alamoda) On this thered day of telmany in the year of our 2 over use thousand light hundred and eighty two before me & 36 Burrace a Notary Public in and for the said bounts of Howevedor duly commercence and quelquis. morning therein burroundy appeared 87 to one to be the pure

described in whose name is Inhamited to and who executed the amounted wishimstal and he duly within contiged to me that he inscrited the Leave freely court and we tarrely for the west and surfree titues much Witness my hand and official deal it my office in the bity of Oakland, Bring Hamedon the day and gene in this contineate finet above worth Filed and Rum de time 20 th day of July 12 D 1885 at 10 mm peret 9 a m at Requisit of A X. Alexandrena John Rosa Recorder

Oud Ho, X Thompson His hertenting have the set day - I of goly in the year of and Lord and Aling how bone) the meand eight homewood and eighty free Between, 76 X. Lompone of 1111 Bentlety Almeda County California, party of the first part and Along Met bone of Voymen bity stony bounty Mate of Nevada the handy of his Second part, Milimeth That the hard party of the first havet, for and in land ediration of the dern of Nine hundred (\$ 900 0) Brities hade laining the time led States of America. to him in hand become by the desil party of the decord part, the receipt whereof is hereby wellowwhere does by these presents denne melense and former duteland unto the dand party of the decord part and to his hear and assegns forever all hat certain lot puce on parcell of land. Selvate in the Said County of Story State of Newader and bounder. and particularly described as follows to wet. All hat certain piece powerly land including a certain Mel Site and Most together with the water privalege your the processes Setuate lying and being so the County of Stong & State of Nevada on the read leading from Saice Hell to Selier bety designated and described on the Official

V. 1. 1. 13. Block 6. Rouge C.

Selected and Keers and him he herry of 199 At 11 mai part 9 to gre at Require of 11 X. I have from John Rose Recorder Oced 16, X Thompson His Butter hour the set day - I of goly and the years of and Lord west Aleng As bone the meand up he homewood conse eighty free Between, Ho Xidompener of 11101 Beachely Almeda County California, party of the first hart and Alen of Met bone of Vinginia bety stony bounty Mate of Nevada the bank of his Second part, Miliesthe That the hard party of the first part, for and in love a ederation of the down of Nine homobild (\$ 900 ") Ballies. Gald land of the Bouted States of America, to him in hand bear's by the dail party of the Second part. the necessar whereof is hereby welling sulged does by these presents denne milease und formere dutelume unto the decod party of the decord part and to his here and assegns forever all that certain lot pues on parcell of land. Setrate in the Said bounty of Stoney State of Nevada and bounder and particularly described as follows to wet. All hat certain price passed of land including a certain Mell Lite and Meis together with the water prevelege upon the premises Situate lying and being in the County of Stong & State of Nevada on the wood leading from Sala Hill to Selier bety designated and described on the Official Map of the Lown of Sala Hell us Lat A 33. Block 6. Rampe 6. commencing at the N.W. corner of Luccor Mile Imoperty recorning thence North to a certain Shape adjoining the parine mis Property a distance of about 130 feet there susterly across Rola Carry on to a shapt Going between the Pacific bos and Butter houndary line thence doutherly to Succon Boundary his 180 feet and there along the Succon line to place the day brances being a certain Vocation

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ourself endlement as a fearly buch freezementay therewer to some to be his dance from descended in some who defended he would amended sinterment as a prosty thereto and who duly wolling we to the home his enserted him some freely and voluntarily could fin the tres and giringines termine Suntanies to Milione thering I have Liverent all my house and aggress of any topical Sent the day and grow as he I don't grade find alove sometime (diel) The Hay fartine Salvey Bullie Felid and Reason to him the day of they or AD 1884, at ky well ay frames at the oblin do, John Rose Record to ___ destance in the gran A.f. Longstone (uf am down how however sigh them seed of original has been . Partie Alas ander Jike & beine of the Coursely of Stoney Date of Moveda pund my his fire frant and last lay bor if olym bointy Newasia, the harry by the dies from. Metieret har he down francy up the funt from for and in sunscouration of the sun ing Hard dollars ourse when everes seen when thomas my the Build State of America to hair and house dans by the same pound and the desire place our second product Marie Marie

Some Miteralia in his dand barm of Stoney Mate of Newisia and have as a more particularly descention in filewis to sin our sintenest ognat to an unaware one half you of the theten this lets theren as and Alexand in the Affrical him of the about of Jula - Heis Many Com & Novana as Lor(55) day time Black & Hings b. the same lung and his continey her to the day from dail gua the to Select digin boundy Neveran and Commencing At the thing wint down of the discon hice promy in the training to be contained that day and the Pringles beier purchase a distance up 100 per but the transfer gale business to a sample fring little the the want fine of her point of his friend from and distablished ticle firments hime Santing 160 first to the Mission hammeny him him is along his tricks the to before of beginning with the sinds and the side there there and to water privateges have to appinitionant and out personal productor the dais finemen excepting his one on how that have not him bear for, the interest have Boundary and him and some hould (fai). of the dave described meal and personal property together with all and engular to turnet his setaments and appointenances havents and appearing and any was appearing, and his the send and never and is the manders went wines and property hering do leave und to Herre are and the said the said premiers by the min the said for an ess and him seems frances of the second from our to him have de aleges former. The order one Jung the sty wood his drawn frustrenty him to to very his strongeneral and heady (1/2) of his progressy conveyor A the party up his point point by H. X. Show poor

Silver bily dyon boundy Neverder and commencering at his thirt west corner of the discoon built property remmy times worth to a certain thate adjumy his Principal Missel primarinty a desilence of 100 per i house enetury about gale continue to a varye going determine the district him of his hand of he fruit hand the dand the sight have fundament house whenting the first the the the state of the state of the state of the state of The second secon and the same and the same the second and the farmer is the second the farmer or expery his one was the said the found for the said that the the state of an amount of the first to the description made and produced to the the said are and surques to the the second of the second the going in an' any was appearing, and the and desire much arise and proper there is bone were to there were and the said promises by the man ute his serie frances up the space low arm are the sound dent and to his have The whome described the street so he some fruerounty him to to say his property and half (1/4) of he property conveyor the first point by H. X. Home poon allow dates July 30,1885 morning soi barre sty junge the transfer dense in the office of the borney Beren of Sand Stoney Gar. 4. In Notice Where the first punt link have to see Alleman for to the cono (some)

FOR FOU

almy office in said County of Story State of nevada. Clayton, Belknaf. notary Ruflie in and for Slovey/County State of nevador Filed for record at the request of It. Sharon September 7 the a. M. 1901 at 45 min part & o'clock O. M. Start | Fige | County Recorder | Sinh | 52 - 53 | County Recorder | Sinh | 52 - 53 This Indulate, Made Mis Stried day September N. D. 1907. Between N. Jay-Now of Silve City, Lyon County and State of New day the party of the first parts and G. Lawson and But Friends of said City, County and State the parties of the second part, Wilnesselle; That the said part of the first fact, for and in consideration of lice sum of Ten Dellan, lawful money of the United States of America, to him in hand paid by the said parties of the second partition receipt Whenof is hearly acknowledged has granted, bargained, and sold, con veged and confirmed, and by these presult does growth largain rand sell, convey and confirm, unto the said parties of the second part, and to their hours and assigns forese, all that certain let, piece or facel of land situate lying and being in the Voien of Gold Hell County of Story, Water of Thirada, and bounded and particulary described as follows, to mit; All the night title and interest of said party of the first part in and to the Mile Sete and Miet Gener Rown an the Thompson Mile Site and Mile situated and being Official Kup of said hown of Gold Hire as Lot Do 33 in Block to Lange brand the Mile and machinery therew and water Snirilger as-Milifoliopolistic de la companie de

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per laining thereto and being the Dame property described in a de. by N.J. Me Cone to said first party of Record in Book 48 of Dude Jage 560 Strey County Recorder and Book 47 pages 1.459 - 490. To setter mitte all and singular the timements, hereditaments and up purleaunce thereto belonging, wir any sine appertaining; and the reversion , and reversions, remainder land remainders, rento, issuer und profets thereof. To Have bud to Hold, all rand singular the Said premier, together with the appurlenance, unto the said partie of the second part, and to their heir and assigns forever the in level heart hearty conveyed being the whole interest the africail property. On Wilness Thereof, the said party of the first part hear her Signed, Seared and Delined . He stay and year first where arriters Signed, Sealed and Delirud in the Presence of. State of Seradu County of Stoney. On this third day of Sept- X.D. one thousand nine hundred and Deren personally rappeared before me God; New Jaker, at Ada. Sublic usi and for said County of Ding, State of Awada, A. J. Saylor Whoo seame is subscribed to the annexed instrument as a party thereto. personally known to me to be the same person described in and who executed the said annexed in strument as at party thereto, and is duly acknowledged to me that he executed the same freets and vot untarily, and for the uses and purposer there mentioned. In the ruse Thereof, I have howevelo set my hand and affired my goffice Seal, the day, and year in this Certificate first rations unition. Motory Public, Story County, Firada. Filed Treended at the request of H. Lawren Sept 9, N.D. 1907 (at 55 mi fact & click A.M. J.O. Greenhalgh County Recorder

John Sander

Compositain Mining Company.

Duccor (Mise Sito bounded on the mathe by the Glampson Mile fito on this mest by the road leading from Virginia City, (rerada, and the South by proporty owned by the Dilver New View Vilining Company; and the last at in carry mine coffee taining, and the reversion and reversions, remainder and remainders, hente, issues and fragilo thento. To Have and so held all and singular the said framis together with the affection and fact his heir and assigned former, and frame the said part of the second part his heir and and assigned former, In Wilness Though I have bereinto set my hand and Seal the day and year first where written, Jet. Dietrick. State of Merapa & S. S. Courter of Story hundred and eight personally coppeared before me, Genge Harren in motary. Butto in and for the said bounds of Story, State of Transa, Joseph Die trich, of Gold Will, County of State of Chinada, known to met be the pason described in and who executed the foregoing instruments This acknowledged to me that he executed the same, Such and Columnally, and for the user and purposer therein montioned, In Villan theme of have neverticed set my hand and reflixed my Oficial Seel at my Whice in the Country of Story, the day, and year in this Centy icale Sings France Notary Butter sin and for the Story of Story, State of Chanda,

Sived for record at request of Mrs. Donaran Nor 19 to A. S. 1908 at 20 min fast (3° check J. J. Perit above written, J.O. Treenkalgh Ensk 56 224-226 As Lanson & Best Tringle 133789 This Indulate, Hado the 19th stay of Chorember ninters hundred and eight Between G. Saward and Best Trimble, both of Gilies City, Lyon County, State

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Cost ing office in the Countries Story, the day and year in this Conletreal flat, above inition.

George Staries Obtang Public in and for the

Grant God Recommit hequiting Star Donweren Nor 19th A.D. 1908 at 222 min

part 3 'York P. H.

John Greedalgh

Orung Recorder

Ty Swany & Poyat & Swany.

This Induction, Modelite. 24 th stand Other in the year of our Sand one thousand party of the first part, and right. Between Co & Connecty, of Scattle Practicuptor the party of the first part, and I.J. Swaney, of Scattle, Viale, 29 Royal S. Inearly of Scattle, Viale, 29 Royal S. Inearly of Scattle, Viale, 29 Royal S. Inearly of Scattle first first first first for forthe first of the second first first first form and in americantini of the sum of Ten Dollars, Surface money of the Harts State St. Americant the second for the second the the United States of America, to buin in hund part by the seed party of the second fast, the receift when of is herby acknowledged, has granted, Sorgania, sold, remaid, released and firm unit-claimed, and by there presente down grant; burgain, see remere, release and forered gust-claim unto the said fonto of the second fact; und to his huri und usegoo, the following described real relation and mining property, Socaled, in Stony County in the State of Norada placentic as follows, to not a no half interest in the Marijo Colaine, on Mr Darition Virginia Coty, Mer. To cation of which ories to found recording in County Recorders in of Stoney County, Figuether, with all the digs, spurd, and angles, and also all the metals, our, will well silver bearing quarty-rock and earth therein's and all the rights, frivileges and franchein thento incident, affectant and rifferentia ant in tumito usualy hall and enjoyed; and read singular the Commente, hereditamente and appulenamen themento belonging or in carry orise offentiming, and the rents, issues and profits thereof; and, also, will the estate, right, title, intent, property, presence, claim cand plemand what so seen, and well in law and in equition of the said party of the frist part, of, in in to the said premises, and very part-rand facul thereof, mitte the of purterairers, tirle, etc. In Hare, and In Hold call can singular, the said premini, logither mitte the appuler aven and privileges there unto in cident; unto lite said party of the second part, his heir rand assigno foresal In Victories Where of the said party of the first part has hereunto set his hand, and seal the day and year first-, above writtens, Igua, Sealer + Delimin in Presence of Cof. Connedy (Seal) 6. 2. of alt my office in the county of Washoe, the way and your in this certificate first above written.

(Sen1)

DAVID WARREIM.

Notary public in and for the county of Washoe,

Filed for record at request of H.E.Ordway, January 23,1912, at 11 min. nast 1 o'clock P.M.

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S.V.RYAU.

TO

B. PAUL HAMMEWALD.

3297.

THIS INDENTURE, Made and entered into this Twenty-eighth day of Jahuary, in the year of our Lord one thousand Nine hundred and Eleven, Between W.V.Ryan County Treasurer and ex-officio Tax Collector, and B.Paul Hahnewald of the Town of Gold Hill, County of Storey State of Nevada, party bareto of the second part.

WITNESSETH:

That whereas, I, W.V.Ryan heretofore and at the time of the levy and publication hereinafter mentioned, was county Treasurer and Ex-officio Tax Collector of Stordy County, Nevada, and by virtue of and in conformity with the Act of Legislature of the State of Nevada, and to repeal certain acts relating the eto, approved March 23rd, 1891, and all Acts amendatory thereof and supplementary thereto, did, after the first Monday in June 1910, and before the second Monday in June 1910, make out a complete delinquent list of all persons and property then owing taxes in said County, together with the codts and charges due thereon, which delinquent list did include the property first hereinafter described in this Deed; that the said property was assessed for the fiscal year ending December 31st, 1909, for State, County, city or Town purposes, at the sum of \$ 275.38 and assessed to Gold Canon Milling and Mining Company; that the property assessed, levied upon and advertised is situate, lying and being in the Town or Gold Hill: County of Storey, State of Ecvada, and described as follows, to-wit:

Lots five (5) six (6) reven (7) eight (8) nine (9) and part of Lot ten (10) Block six (6) Range "C"; Lot Twenty six (26) and part of Lot twenty-saven (27) Block five (5)

Range "C"; and the West One Hundred and twenty (120) feet of Lot Twenty-five (25) Block five (5)

Range "C"; Lots Three (3) and four (4) Block six (6) Range "C"; Part of Lot thirty-three (33) Block

six (6) Range "C", the last mentioned piece or parcel of land being known as the Taylor Mill Site,
and the Syanide Plant located on the above described property near the Dietrich Mill, together

with all suildings thereon, as designated upon the Official map of the said Town of Gold Hill was
by Ma, the County Treasurer and Ex-Officio Tax Receiver of said Storey County, on the 18th day of
July 1910, in accordance with law offered for sale, to pay said taxes, with the costs and charges
due thereon, at public saletion in front of the county County House in said Storey County.

That at soid Public Austion the said property was offered by me, the County Treasurer and Ex-Officio Tax Receiver of said Storey County, for said to any one who would take the smallest portion or interest in said property and pay said taxes and costs, out was unable to Rat anyone to the any part or portion of said property less than the whole of said property and may said taxes and costs; that at said auction Joseph F. Dietrich was the bidder who was willing to take the least quantity of or smallest interest in said land and premises and pay the texes, costs and charges due thereon, which taxes, sosts and charges amounted to the sum of \$305.67

That the said least quantity of or smallest interest in and to said property that the said Joseph P. Dietrich was willing to take and pay the taxes, costs and charges thereon, was the whole interest in and to the said land and premises situate, lying and being in the said Gold Hill County of Storey, State of Nevada, described as follows, to-wit:

Lots five (5) six (6) seven (7) eight (8) nine (9) and part of Lot ten (10) Block (6) Range *C";Lot twenty six (26) and part of Lot twenty seven (27) Block five (5) Range *C" the Mest one Bundred and twenty (120) feet of Lot twenty-five (25) Block five (5) F Range *C";Lots three (3) and four (4) Block six (6) Range *C" and part of Lot thirty three (33) Block six (6) Range *C", the last mentioned piece or parcel of land being known as the Taylor *Mill Site, and the Cyanide Flan: located on the above described property near the Dietrich Mill as known and described upon the Official Map of said Town of Gold Mill and was by MW W.V.Ryan County Transurer and Ex-Officio Tax Receiver of said Storey County, as aforesaid, struck of to the said Joseph Dietrich who paid the full amount of the taxes, costs and charges, and therefore became the purchaser of the *hole of the last described piece or parcel of land so sold for taxes costs and charges aforesaid. That the said real estate was sold subject to redemption pursuant to the Statutes in such cases made and provided.

And whereas, no person has redeened the said property aforesaid during the time allowed by law for its redemption and stated in the certificate of sale thereof; now , therefore, and Whereas, said Joseph F. Dietrich assigned all his interest under and by virtue of his said purchase, hereinacove set forth, to B. Paul Hahnewald, the party of the second part herein, for a good and valuable consideration, which assignment is dated December 5th, 1911, and duly and legally acknowledged, and filed for record in the County Recorders Office of Storey County, Nevada,

NOW THERSFORE THIS INDESTURE WITNESSETS, That for and in consideration of the sum of Threehundred five 67/100 \$305.67 (Dollars, to me in hand paid by the said arty of the second part, the receipt whereof is hereby econowledged, I will wan county Treasurer and Ex Officio Tax Receiver, as aforesaid, by virtue and in pursuance of the Statutes in such case made and provided, have granted, Barsained, Sold, Conveyed and Confirmed, unto the aforesaid B. Paul Hahnewald and to his heirs and assigns forever, all that certain lot, piece or parcel of land so sold and hereinbefore and last described, as fully and absolutely as I, w.v. Ryan county Treasurer and Exofficio Tax Receiver, as aforesaid, may or can lawfully sell or convey the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, of the said Gold Canon Milling & Mining Company and all owners and claimants thereof, known or unknown, in or to the said last above described premises, and every part and parcel thereof, with the appurtenances which it or they, or either of them, had or possessed on the day of said levy and assessment.

To Have And To Hold, all and singular, the her innecove and last mentioned

videa, a statistic, acreated, Beid, Conveyed and Sendirect, anto the offerenic B. Paul Habnerall and to his heirs and assigns forever, all that certain lot, piece or parcel of land so sold and hereinbefore and last described, as fully and absolutely as I, W.V. kyan County Treasurer and Ex-Officio Tax Receiver, as cforesaid, may or can lawfully soll or convey the same, toxether with all and singular the tenements, hereditaments and appurtenances thereunto colonging, or in anywise apportwining of the said Gold Canon Milling & Mining Company and all owners and claimants thereof, known or unknown, in or to the said last above described promises, and every part and rardel thereof, with the appurtenances which it or they, or either of them, had or possessed on the day of soid levy and assessment.

To Have And To Hold, all and singular, the hersingove and last mentioned described premises, together with the appurtenances thereof, unto B. Paul Mahnewold the said party of the second part, and to his heirs and assigns forever.

In Witness Thereof, I have hereunto set my hand and seal, in the County aforesaid , the day and year first hereinabove mentioned. Signed, sealed and delivered in the presence of

GRAY MASHBURN.

W. V. RYAN. (SEAL)

County Treasurer and Ex-Officio Tax Receiver of the County of Storey , State of Nevada.

State of Nevada County of Storey.

On this 28th day of January,1911 before me Gray Mashburn a Motory Public in and for said county of Storey, personally oppeared W.V.Ryan personally known to me to be the person whose name is subscribed to the foregoing instrument, as county Treasurer and Ex-Officio Tax Receiver of said County, and who executed the said foregoing instrument as a party thereto, and he duly acknowledged to me that he, as such county Treasurer and Ex-Officio Tax Receiver of storay County, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Scal the day and year in this certificate first above written.

(Seal)

GRAY MAGHBURN.

Notary Public, Storey County, Neveda.

Filed for record at request of B.Paul Hahnewald, January 24,1912 at 5 min. mast 3 o'clock P.M.

JOHN REICK

This canim is known or and coaled the oblo.

questher with all the rights, privalence and fromenisos thereto inci-

dent, appurtement, and therewith usually had and enjoyed; and also, all and singular the tenerents hereditaments and appurtenences thereto belonging or in a grize appertaining;

To Have and WO Hold, the said president, with the man with annues, unto

the said party of the second part, and to his helps and casigns forever

In Withdes Energof, the said party of the first part, has become

set his land the day and year first scove written.

Signed and Dolivered in the Presence of)

ALPERT STEET AND

SERVER T. THENTH.

State of Havada,) county of Storey.)

(3⁾

on this Eductionith day of March. 4.3. one thousand nine hundred and twelve, norsunally appeared before me, Albert Sterran, a Notary Public in and for the County of Storey Samuel W.Surner of Missings City, Storey County, Miste of Mayada, Anowa to me to be the berson described in end who executed the foregoing limit musent, who caknowledged to me trut he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official Benl at my office in the County of Storey, the day amalyear in this Certificate first above written.

ALBERT STEFFAN

(8:41)

Notary Public in and for the County of Storey, State of Nevada.

Jenna J. Dundan J. Canaly Records

Filed for record at request of John T. Washington; March 25, 1912 at 5 min. past 2 orciock P.M.

Contract of Sale of Real Property

F. Prul Hahnewald

Fercy L.Schuman.

3765.

KNOW ALL MEN BY THESE PRESENTS: That Bernard Paul Mahnewald, of the town of Avon, Eagle county, State of Colorado, hereby agrees to sell to Percy L. Schuman, of the City: of Ban Nateo, count: of San Mateo, State of California, two (2) will sites designated upon the official map of the town of Gold Hill, Storey Lounty, State of Nevada, as lots 13 and 34, Block 6, range "C", located in the Gold Hill Mining District, Storey county, Nevada, together with all machinery, tailings, and improvements on said mill sites, or to said mill sites in any manner pertaining.

For a valuable consideration to me in hand paid by said a

receipt whereof is hereby acknowledged 1 harmay agree to soll to said Chuman all of said property free and clear of and from all claims, liens and incumorances of every nature and description, and to convey the same to said Chuman or his assigns by a good and sufficient deed of conveyance for the additional sum of ten Thousand (glo,000) pollars in Gold Coin of the united States; Two Thousand Five Hundred (£2500) Pollars of which shall --payable on or before the first day of April 1912; Two Thousand Five Hundred (£2500) Pollars on or before May 15,1912, and the calance shall be payable on or before July 15,1912.

Said Hahnewold has deposited with the Hank of California, at San Francisco, California, a good and sufficient Grant, Hargain and Sale Deed of Conveyance, conveying all of said property to said Shuman his heirs and assigns free and clear of all incumbrances. Said deed to be held in escrow by said bank upon the terms and conditions herein provided and to be delivered to said Shuman or his nominee whenever said mill sites shall have been fully paid for.

It is understood and agreed that from and after the date hereof to and including the first day of April.1912, said Shuman or his nominee shall have the right to enter upon said mill sites and to have and hold the exclussive possession of the same for the purpose of sampling, testing and extracting the precious metals from the ores and tailings of said property; and upon the payment of the sum of Twenty Five Hundred (\$2500) Dollars on or before the first day of April ,1912, said possession shall continue to and including the fifteenth day of May 1912; and upon the further payment of the sum of Twenty Five Hundred (\$2500) Pollars on or before the fifteenth day of May, 1912, said possession shall continue to and including the fifteenth day of July, 1912.

Dated this 7th day of March, 1912 at San Francisco, California.

Witness L.H. Anderson.

Bernhard Paul Hahnewald.

dorsement on sideof paper.

Received this 25th day of March ,\$2500 on within contract, being payment due on or before April, 1,1912.

B.Paul Hahnewald!

State of California)
State of California)
City and County of San Francisco)

on this 7th day of Narch in the year one thousand nine hundred and twelve, before me, I.B. Anderson a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Bernhard Paul Hahnewald known to me to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the same

In Witness Whereof, I have hereunto set my hand and affixed my official Seal, at my office in the City and County of San Francisco, the day and year in this Certificate first above written.

(Seal)

L' H. Anderson. Notary Public, in and for said city and county or San Trancisco, State of

California..

Filed for Record at request of P.L. human March, 29,1912 at 20 min. past 2 o'clock P.M.

strument were made by officers of said corporation as indicated after said signatures; mi that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

INWITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe, the day and year in this certificate first above written.

Documentary Stamps \$17.50 CANCELLED Dec. 20, 1341

Notary Public in and for the County of Washoe, States of Colifornia

My commission expires: Sept. 26, 1945

Filed for record at request of Washoe Co. Title Ounr. Co. Dec. 22, 1941 at 20 min. past 11 o'clock A.M.

Back 62 157-158

County Recorder.

No. 15054

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THIS INDENTURE made this 15th day of December, 1941, between JUSTICE GOLD & SILVER MINING COMPANY, a California corporation party of the first part, and DAYTON CONSOLIDATED MINES COMPANY, a Nevada corporation, party of the second part,

MITNESSETE

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.) lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof id hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain patented and possessory mining claims, lets, pieces and parcels of land locate, situate and being in Storey County, State of Nevada, and more particularly described as follows, to-wit:

Woodville Lode Clsim, U. S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County Records.

Tarto Claim. U. S. Survey No. 84, patent therefor recorded in Book 34, page 436, Storey County Records.

Justice Claim, U. S. Survey No. 46, patent therefor being recorded in Book 31, page 426, Storey County Records.

Memphis Claim, U. S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County Records.

West Justice Claim)possessory), the pertificate of location of which is recorded in Book D, page 51, Storey County Records.

Blaine Claim (possessory), the certificate of location of which is recorded in Book D, page 50; Storey County Records.

Loto 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Also Lots 30, 31, 27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, pert of Lot 35, all in Block 5, Range C. Gold Hill; also the South 40 feet of Lots 55 and 56 in Block 6, Range D, Gold Hill.

Together with all improvements and equipment located upon the said above described property.

TOSETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth of any and all mining claims and property included in this deed; and all the rights, privileges, and franchines thereto incident, appendent, end appartment, or therewith usually had and enjoyed; and also all and singular the tensments, here-ditaments and appartments thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

That this instrument is intended to and does convey to the second party herein, all real property owned by the first party in Storey County, Nevada, whether or not herein correctly, described.

TO HAYE AND TO HOLD, all and singular the said provides, together with the appurtenances

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and privileges thereto incident, unto the said party of the second part, its ouccessors and assigns forever.

· 以上的自由系统,如此的自然的多数被感情重编这

IN WITHESS WHEREOF the soid porty of the first part, by and through its proper officers, thereunto duly authorized, has affixed its corporce name and seal hercunto the day and year first above pritten.

CORPORATE SEAL

JUSTICE GOLD & SILVER MINING COMPANY By H. J. Amigo President: By Willis A. Swan Secretary

STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO.

On this 18th day of December, 1941, personally appeared before me, the undersigned, a Notery Public in and for said City and County of San Francisco, H. R. AMIGO and WILLIS A. SWAN H. known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and upon onth did depose that they are the officers of said corporation as above designated; that they are acquanited with the seed of said corporation and that the seal offixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN MITHESS WHEREOF I have hereunto set my hand and affixed my official Seal at my office in the City and County of San Francisco, the day and year in this certificate first above Leontine E. Denson Notary Public in and for the City and County of San Francisco, State of Callfornia. Documentary Stamps \$71.50 Cancelled 12/ 15/ 41. S. My. commission Expires August, 12/ 1944:

Notarial Seal

Filed for record at request of George L. Sanford Dec. 29, 1981 at 15 min. past 1 o'clock P.M.

Ummer m. Corca

No. 15071

THE UNITED STATES.

CENTRAL PACIFIC R. R. CO.

The United States of America,

To all to whom these Presents shall come, Greeting: Whereas, by the Act of Congress approved July 1, 1862, as smended by the Act of July 2, 1864, to aid in the construction of a Railroad and telegraph line from the Missouri river to the Pacific Ocean and to secure to the Government the use of the same for postal military and other purposes, authority is given to the Central Pacific RailroadCompnay to construct a Railroad and telegraph line under certain conditions and stipulations as expressed in said Acts; and provision is made for granting to the said Company "every alternate section of public land designated by odd numbers," to the amount of ten alternate sections per mile on each side of said Railroad on the line thereof, and within the limits of twenty miles on each side of said road, not sold, reserved or otherwise disposed of by the United States, and to which a Pre-emption or Homestead claim may not have attached at the time the line of said road is definitely fixed":

And Whereas an official statement bearing date November 3, 1869, from the Secretary of the Interior, has been filed in the General Land Office, showing that the Commissioners appoint ed by the President, under provisions of the sixth section of the said Act of Congress approved July 2, 1864, have reported to him that the line of Railroad and telegraph, from the City of Sacramento in the State of California, eastward to the point of junction with the Union Pacific Railroad in the Territory of Utah, and known as the Central Pacific Railroad, has been constructed and fully completed and equiped in the manner prescribed by the Acts of Congress

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known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Clotilde Maxwell Notary Public

My Commission Expires July 14,1962

Filed for Record at request of Springmeyer, Thompson & Dixon Sept.19,1959 at 55 min.past 11 o'clock A.M.

County Recorder

No.25439

Trust Officer First National Bank of Nevada

Documentary stamps in the TRUSTEE'S DEED OF FIRST NATIONAL BANK OF NEVADA, amount of \$45.10 are affixed to the Deed recorded in Lyon County By:R.L.Holt assistant TRUSTEE'S DEED OF FIRST NATIONAL BANK OF NEVADA, AS TRUSTEE UNDER DEED OF TRUST DATED APRIL 1,1948 FOR DAYTON CONSOLIDATED MINES COMPANY, A NEVADA CORPORATION, TO DAYTON INSPIRATION GOLD CORP., A NEVADA CORPORATION

WHEREAS, on April 1,1948 Dayton Consolidated Mines Company, a Nevada corporation, made and executed a deed of trust, recorded in the Office of the County Recorder of Lyon County, Nevada, in Book "5" of Mortgages, at page 526, and further recorded in the records of the County Recorder of Storey County in Book "P" of Mortgages at page 252, both recordings of said County Recorders of the Counties of Lyon and Storey being July 1, 1948, and

WHEREAS, First National Bank of Nevada, Reno, Nevada, a national banking association having its principal place of business in Reno, Washoe County, Nevada, is named trustee in said deed of trust, and.

WHEREAS, upon default of the terms of said deed of trust said First National Bank of Nevada, Reno, Nevada, as trustee,on April 22,1959, recorded a notice of breach and default under said deed of trust and election to sell the property described in said deed of trust, which notice of breach and election to sell was recorded on April 22,1959, in the Office of the County Recorder of Lyon County, Neveda, in Book "Z" of Mortgages at page 11 and on April 23,1959 was recorded in the Office of the County Recorder of Storey County in Book "W" of P.of A. at page 5, and

WHEREAS, following thirty-five days from the recording of said notice of breach and default and intention to sell, First National Bank of Nevada gave notice of sale to be held on the courthouse steps of the Courthouse at Virginia City, Storey County, Nevada, at 2 p.m. on the 11th day of September 1959, which notice of sale was posted on the notice board in front of the Lyon County Courthouse at Yerington, Nevada, upon a notice board at the corner of Main Street north of the flower shop in Yerington, Lyon County, Nevada, and upon a notice board on the street south of the Courthouse in Yerington, Lyon County, Nevada, by the Sheriff of Lyon County, Nevada, and said trustee further caused said notice of sale to be posted on the Sheriff's Bulletin Board, Storey County Courthouse in Virginia City, Nevada, upon the Post Masters Bulletin Board, U.S. Post Office, Virginia City, Nevada, and at Dayton Consolidated Mines Shaft, Gold Hill, Nevada, by the Sheriff of Storey County, Nevada, and, further, said trustee caused publication of the notice of sale to be published in the Counties of Storey, Lyon and Washoe, Nevada, and in the City and County of San Francisco, California, and at Pittsburgh, Allegheny County, Pennsylvania, by publication as follows: On July 31, August 7, 14 and 21,1951 in Pittsburgh Press at Pittsburgh, Allegheny County, Pennsylvania; for three times with first publication on July 31st and last publication on August 21,1959 in the Mason Valley News at Yerington, Lyon County, Nevada; on July 31, August 7, 14 and 21,1959

in the Territorial Enterprise and Virginia City News in Virginia City, Storey County, Nevada on August 3,10, 17 and 24,1959 in the Recorder in the City and County of San Francisco, State of California; and on July 31, August 7,14 and 21,1959 in the Nevada State Journal in Reno, Washoe County, Nevada, and

WHEREAS, at the time and place of sale, to wit, on September 11,1959 at 2 p.m. on the front steps of the Courthouse at Virginia City, Storey County, Nevada, the highest bid received by the trustee was the sum of \$40,589.72 from Dayton Inspiration Gold Corp., a Nevada corporation, which the trustee declared as the highest bid, the trustee thereupon sold all right, title and interest of the trustee to said highest bidder and said sum of \$40,589.72 was then and there paid over to the trustee as consideration pursuant to the terms of the sale and in the manner provided as conditions of the sale,

NOW, THEREFORE, by virtue of the power of sale, authority, rights, and all powers in that certain deed of trust dated April 1,1948 between Dayton Consolidated Mines Company, a Nevada corporation, and First National Bank of Nevada, Reno, Nevada, as trustee, the undersigned, First National Bank of Nevada, Reno, Nevada, hereby assigns, sets over, conveys, grants, sells and delivers, without any warranty, covenant or liability on the part of First National Bank of Nevada, Reno, Nevada, but without limitation as to any rights held by First National Bank of Nevada, as trustee under said deed of trust, all of the right, title and interest of First National Bank of Nevada, Reno, Nevada, in and to any of the following described real property or the personal property contained thereon, held by First National Bank of Nevada in its capacity as trustee under said deed of trust, to DAYTON INSPIRATION GOLD CORP., a Nevada corporation and to its successors and assigns forever, being all those certain patented and possessory mining claims and pieces and parcels of land hereinafter described, together with all other real estate, minerals, ores and personal property belonging to, connected with or arising out of said deed of trust of April 1,1948 and standing in the name of First National Bank of Nevada as trustee, to wit:

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada, and more particularly described as follows, to wit:

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County, Nevada, Records.

Justice Claim, U.S.Survey No.48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records

Memphis Claim, U.S. Survey No. 100, petent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30,31,27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill: also the South 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the matals, ores, gold, and silver bearing quartz, rook and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18,1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

TRACT

Shoshone-Comstock No.2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No.55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, Records.

Chonta (sometimes called the Front Lode), being U.S. Survey No. 117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Nevada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18,1936, recorded in Book 62 of Deeds, Page 20, Records of Storey County, Nevada.

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining Claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book 0, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book 0, Page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G. Page 34.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49,49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named

TOGETHER with all the dips, spurs, and angles, and also all the metals ,ores, cold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and enjoyed.

AROVE covered by Deed from CONSOLIDATED CHOLLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17,1947, recorded in Book 62 of Deeds, page 536, Records of Storey County, Nevada.

TRACT 4

Lots numbered 16, 17, 19, 20, 21 and 22 in Block 6 of Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated May 28,1940, recorded in Book 62 of Deeds, Page 45, Records of Storey County, Nevada.

Part of Lot Number 18 in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31,1942, recorded in Book 62 of Deeds, Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, robk and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 5

Guardian, (possessory), the certificate of location is recorded in Book G, page 575, Storey County, Nevada, Records.

Defender, (nossessory), the certificate of location is recorded in Book 0, Page 576, Storey County, Nevada, Records.

Protector, (possessory), the certificate of location is recorded in Book 0, Page 576, Storey County, Nevada, Records.

Gold King, (rossessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

All of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or tabled, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

B. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Neveda, and more particularly described as follows to wit:

TRACT 6

The Dayton (Merble Lode, U.S. Survey No. 66.)

AROVE covered by Deed from the HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10,1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County, Nevada.

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

ABOVE covered by Deed from the KOSSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1,1936, recorded in Book M of Mining Deeds, Page 466, Records of Lyon County, Nevada.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B Surveys, Page 105, Lyon County, Nevada, Records.

APOVE covered by Deed from Maud Lee Flood (widow of James L. Flood, deceased), MARY EMMA FLOOD STEBBINS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22, 1934; recorded in Book M. of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DATTON CONSOLIDATED MINES COMPANY, dated June 15, 1934, recorded in Book K, of Kining Deeds, Page 579, Lyon County, Nevada, Records.

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Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Vol.P of locations Page _____, Lyon County, Nevada, Records.

ABOVE covered by Deed from C.N.MILLER to DAYTON CONSOLIDATED MINES COMPANY, dated September 28,1933, recorded in Book M, of mining deeds, Page 371, Lyon County, Nevada, Records.

Mt.Grizzly (possessory) the certificate of location is recorded in Vol.Q of locations, Page 425, Lyon County, Neveda, Records.

ABOVE covered by Deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24,1934, recorded in Book M, of Mining Deeds, Page 378, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S.of Locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Consolidated Mines Company)

Silver City Lots as laid down and described on the Ross E.Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Covered by Deed from the Hobert Estate Company to Dayton Consolidated Mines Company, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 289, Covered by Deed from VIDA BOYLE AND ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated November 24,1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from FRED BEHNETTS to DAYTON CONSOLIDATED MINES COMPANY, dated December 13,1934, recorded in Book 28 of Deeds, Page 320, Lyon County, Nevada, Records

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30,1934, recorded in Book 28 of Deeds, Page 194, Lyon County, Nevada, Records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 18,1933, recorded in Book 27 of Deeds, Page 428, Lyon County, Navada. Records.

Numbers 129-134-135-136 and 180, Covered by Deed for ANNA F.LACROUTS to DAYTON CONSOLIDATED KINES COMPANY, dated April 6,1934 recorded in Book 28 of Deeds, Page 192, Lyon County, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from MARY E. FONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4,1933, recorded in Book 27 of Deeds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 2

Oest Mining Claim, U.S. Survey No. 149 (patented)

Comet North Extension Mining Claim, U.S. Survey No.150, (patented) recorded in Book M of Deeds, Page 327, Lyon County, Nevada, Records.

Comet Lode Mining Claim, U.S. Survey No. 123 (patented), recorded in Book M of Mining Deeds, Page 55, Lyon County , Nevada, Records.

Lanzao Mining Claim, U.S. Survey No. 133, (patented), recorded in Book M of Mining Deeds, Brak 64 Page 343

Page 65, Lyon County, Nevada, Records.

Northern Bell Mining Claim, U.S. Survey No. 158 (patented), recorded in Book M of Mining Deeds, Page 59, Lyon County, Nevada, Records.

Northern Bell No.2 Mining Claim, U.S.Survey No. 151, (patented) recorded in Book M of Mining Deeds, Page 63, Lyon County, Nevada, Records.

Golden Eagle Mining Claim, U.S. Survey No. 157 (patented) recorded in Book M of Mining Deeds, Page 57, Lyon County, Nevada, Records.

Brodek Mining Claim, U.S. Survey No. 1703 (patented), recorded in Book M of Mining Deeds, Page 61, Lyon County, Nevada, Records.

Great Republic Mining Claim (possessory), recorded in Vol.A of Locations, Page 76, Lyon County, Nevada, Records.

Lilly Mining Claim (possessory) recorded in Vol. O of Locations, Page 635, Lyon County, Nevada, Records.

Bandy Mining Claim (possessory) recorded in Vol. O of Locations, Page 634, Lyon County, Nevada, Records.

Homer Mining Claim (possessory) recorded in Vol.P of Locations, Page 187, Lyon County, Nevada, Records.

ALL above claims covered by Deed from CLARA I. BOWEN to DAYTON CONSOLIDATED MINES COMPANY, dated November 15,1943, recorded in Book N of Mining Deeds, Page 187, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and engles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and enjoyed.

ALSO all other real estate, minerals, ores, (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same belonging to the Company on the date of the Deed of Trust, also all other real estate, minera ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same.

ALSO all mines, mills, plants, buildings, offices, furnaces, forges, tipples, shafts, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, cables, shafting, mine cars, cranes, bridges, ovens, tanks, cupulos, machine shops, industrial tanks, railroad rails, railroad tracts, and sidings, switches, elevators, conveyors, binns, pipes and fittings, diamond drills, drills of every description, scales, tools of every description owned or acquired by the Company and which now are or may be situated upon a part of or accountenant to any of the lands and properties subject to the Deed of Trust.

TOGERTER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto DAYTON INSPIRATION GOLD CORP., a Nevada corporation, as grantee, and to its successors and assigns, forever.

PROVIDED, ALWAYS, that this deed shall be construed as a quitclaim deed of all the right, title and interest of First National Bank of Nevada, Reno, Nevada, as trustee, and this conveyance shall be and is subject to all encumbrances, liens and taxes of record.

IN WITNESS WHEREOF, the trustee, by and through its duly qualified and authorized officers, has caused this deed to be executed this <u>15th</u> day of September 1959.

FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, AS TRUSTEE FOR DAYTON CONSOLIDATED MINES COMPANY, A NEVADA CORPORATION.

(SEAL)

By R.O.Kwapil Its Vice Pres. & Sr. Tr Officer

By R.L. Holt
Its Assistant Trust Officer

STATE OF NEVADA)
OB.
COUNTY OF WASHOE)

On this 15th day of September A.D. one thousand nine hundred and fifty-nine personally appeared before me, E.R.Vacchina , a Notary Public in and for said County of Washoe, R.O.KWAPIL known to me to be the Vice Pres.& Sr.Trust Officer of the corporation that exceuted the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe the day and year in this certificate first above written.

(SEAL)

My commission expires: Nov.20,1960 E.R. Vacchina
Notary Public in and for the
County of Washoe, State of Nevada

Filed for Record at request of First National Bank of Nevada Sept. 25, 1959 at 5 min. past 11 o'clock

Book 64 Page 338-344

County Recorder

THIS INDENTURE made this 7 day of August 7. D. 1901 between E. 8. McTigue of Silver City Lyon County Nevada the party of the first part and Catherine McTigue of the same place the party of the second part

WITHESSETH: That the said party of the first part for and in consideration of the love and affection which the cold party of the first part has and bears unto the said party of the second part as also for the better maintenance support protection and livelihood of the said party of the second part does by these presents give, grant, alien and confirm unto the said party of the second part and to her heirs and assigns forever all those certain lots pieces or parcels of land situate lying and being in the town of Silver City County of Lyon, State of Nevada and bounded and particularly described as follows, to-wit:

That certain lot of land upon which is situate the residence now occupied by said first party and family in said Silver City the same being situate on the west side of Main Street thereof and having a frontage thereon of seventy five feet more or less also a lot of land on Main Street (the east side) in Silver City Newada together with the barn thereon on the south side of Winn & Armstronge barn and atable said land and barn having formerly been the property of James Landry and Rose M. Landry his wife, also that certain house and lot situate lying and being on the east side of Main Street in said town of Silver City Lyon County, Nevada, opposite the residence of said grantor and formerly known as the property of Thomas C. Ford, also all my right title and interest in the Cop Gold and Silver Fining Claim which is a relocation of the Ford Mining Claim and is situate in the Devils Gate & Chinatown Mining District, State of Meyada, also an undivided one half interest in



engineering company colorado stata bank building • suita 2180 deriver, colorado 80202 • (303) 861-1025

June 10, 1976

Mr. R. W. de la Mare 1604 Pyrenees Carson City, Nev. 89701

Dear Mr. de la Mare:

Pursuant to a meeting you had with Charles E. Melbye Tuesday, April 13th, we wish to confirm the revisions agreed upon to the Assignment of Mining Lease and Option, dated July 21, 1973.

Paragraph 2.2(c)(2) is changed to provide for the payment of \$750.00 per month for the term of the lease. In other words, the change agreed to in our letter to you of December 10, 1975 is hereby canceled and the balance due on February 21 of \$3,750 is also canceled. All other terms remain the same.

You have received our check for \$1,500.00 to cover the March and April 21st payments.

If the above correctly sets forth our understanding, please sign one copy of this letter and return for our file.

very truly yours,

very truly yours,	In the City
MINERALS ENGINEERING COMPANY	Filed for Record at Request of Anna Color Filed for Record at Request of Anna Color Filed for Recorded in Book 6 of Official Records Page 372 Storey County, Nevada Storey County Recorder
0000	Recorded in Book 6 of Official Records
Kalph A. and	Page 372Storey County, Nevada
- V	
Ralph J. Anctil Exploration Manager	Deputy
Exploration (mile)	File No. 40229 Fee \$3.00
PTA/bd	File No. Aug

RJA/bd

Book 6- PAge 372

133805

NOTICE OF OPTION TO PURCHASE

NOTICE is hereby given that the undersigned Minerals Engineering Company, 508 Security Building, 650 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, has granted Houston Oil & Minerals Corporation, 242 The Main Building, 112 Main Street, Houston, Texas 77002 ("Houston") an exclusive option to purchase all of MECO's property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims located in Storey and Lyon Counties, Nevada, most of which is located in Sections 31 and 32, Township 17 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9, Township 16 North, Range 21 East, and Sections 1 and 12, Township 16 North, Range 20 East.

- Conditions. The option is subject to the terms and conditions of an Agreement between the parties of even date herewith.
- 2. Term. The term of the option commences on the date hereof and expires upon the occurance of certain events, but no later than January 1, 1978.
- 3. Information. Information concerning the option may be obtained from:

Houston Oil & Minerals Corporation 408 Rollnick Building 222 Milwaukee Street Denver, Colorado 80206 Attention: C. Phillips Purdy, Jr. Manager, Minerals Exploration

with a copy to:

De

Minerals Engineering Company Security Building, Suite 508 650 Seventeenth Street Denver, Colorado 80202 Attention: Anton G. Foust, President

IN WITNESS WHEREOF, MECO has set its hand and seal as of the 30th day of November, 1976:

> MINERALS ENGINEERING COMPANY Individually and as general partner of Western Gold Ventures, Ltd.

Eiled for Record at Request of Rodney L. . 8. 1976 at 20 Min's. Past Lao'clock A.M. Recorded in Book 5 _of Official Records Secretary _Storey County, Nevada COLOKIOO Storey County Recorder State of Colorado File No. City and County of Denver)

The foregoing instrument was acknowledged before me this day of December, 1976 by Secretary (n. mallers) President, and of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.

Oudy A Small Notary Public Book 5- PA92 604

GENERAL DEED AND ASSIGNMENT

DEED AND ASSIGNMENT made as of the 7th day of January 1977, between MINERALS ENGINEERING COMPANY, Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM"), the grantee.

WITNESSETH, that MECO, for and in consideration of ten dollars (\$10) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interests in its property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims in Storey and Lyon Counties, Nevada (the "Property"), including all obligations pertaining thereto from the date of this Agreement. Most, but not necessarily all, of the Property is located in Sections 3, 4, 5, 6, 7, 8, 9, 16, and 17, Township 16 North, Range 21 East; Sections 1 and 12, Township 16 North, Range 20 East; and Sections 20, 21, 28, 29, 31, 32, 33, and 34, Township 17 North, Range 21 East. Without limiting the foregoing, the Property includes, but is not limited to:
(i) MECO's limited partnership interests; (ii) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and, (iii) MECO's general partnership interests. MECO specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver-bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of MECO, of, in, or to the Property and every part and parcel thereof, with the appurtenances;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in a certain letter agreement between the parties dated November 30, 1976.

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof.

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

Documentary Transfer Tax \$ Plant Sur par Sell	from Down, Nayel, Sleven
Computed on full value loss liens and encumberances remaining thereon at time of transier.	- Haward, Ottomeyo
Under penalty of perjury:	1 O C

Signature of declarant or agent determining tax-firm name.

133807 Book 9- page 444

IN WITNESS WHEREOF, MECO has hereunto set its hand and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

ATTEST: Secretary

STATE OF COLORADO

SS.

President

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13th day of January 1978, by A. G. Foust, President of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.

My commission expires:

July 21, 1980

Notary Public

SERIO OF COLORAR

ASSIGNMENT OF MINING LEASES AND OPTIONS TO PURCHASE

This assignment, effective as of the 7th day of January 1977, is between MINERALS ENGINEERING COMPANY, a Colorado corporation, with offices at Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually, and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership ("Western Gold"), and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM").

WHEREAS, MECO has various interests in the documents described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"), which is held for the benefit of Western Gold;

WHEREAS, the Property was part of the assets contributed to Western Gold by MECO as general partner; and

WHEREAS, HOM is now the general partner of Western Gold; and

WHEREAS, MECO desires to assign the Property to HOM, to be held for the benefit of Western Gold;

NOW, THEREFORE, for and in consideration of \$10 in hand paid by HOM, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MECO has granted, bargained, sold, conveyed, confirmed, and assigned, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interest in the Property, including all obligations pertaining thereto from the date of this agreement, which Property is to be held for the benefit of Western Gold, whether real or personal, tangible or intangible, including, but not limited to, fee lands, mining leases, and patented and unpatented mining claims. Without limiting the foregoing, the Property includes, but is not limited to: (1) MECO's limited partnership interests; (2) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and (3) MECO's general partnership interests. specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in the certain letter agreement between the parties dated November 30, 1976;

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof;

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

133809

Book 9- PAge 446

IN WITNESS WHEREOF, MECO has hereunto set its hand and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

Bv

A. G. Foust President

[Seal]

TTEST

Secretary

0102036

STATE OF COLORADO

SS.

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13th day of January 1978, by A. G. Foust, President of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.

My commission expires:

July 31, 1980

Notary Public

EXHIBIT A

TO

ASSIGNMENT OF MINING LEASES AND OPTIONS TO PULCHASE

Storey and Lyon Counties, Nevada

- Mining Lease and Option to Purchase by and between S. Stuyvesant Fish and Kathleen K. Rawlings, as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated May 1, 1968.
- Mining Lease and Option between Dayton Inspiration Gold Corporation, as Lessor and R. W. de la Mare and Dickie de la Mare dated December 1, 1968, as the same may have been amended from time to time.
- Mining Lease and Option to Purchase by and between Sutro Tunnel Coalition, Inc., as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated January 1, 1968, as amended.
- Assignment of Mining Leases and Options to Purchase between Union Pacific Mining Corporation and Pacific Resources, Inc. as the Assignors and Minerals Engineering Company, as Assignee, dated June 7, 1973.
- Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester, and William G. Obester (the Lessor) and Minerals Engineering Company (the Lessee), dated May 3, 1973.
- 6. Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester (the Lessors) and Minerals Engineering Company (the Lessee), dated May 8, 1973.
- 7. Assignment of Mining Lease and Option by and between R. W. de la Mare and Dickie de la Mare as the Assignors and Minerals Engineering Company as Assignee, dated July 21, 1973, as amended.
- 8. Mining Lease by and between Comstock Tunnel and Drainage Company (the Lessor) and Minerals Engineering Company (the Lessee) dated April 1, 1975.
- Mining Lease and Option to Purchase by and between Orville G. Tigerman and Arnold B. Casey (the Lessors) and Minerals Engineering Company (the Lessee), dated November 26, 1974.

Filed for Record at Request of Detroop March, Sharmont How Filed for Record at Request of Detroop March, Sharmont How Recorded in Book 9 of Official Records Page 446 447 448 Storey County, Nevada Storey County Recorder, By Deputy

File No. 41563 Fee 25,00 44

133811

BOOK9- PAga 448

AMENDMENT TO MINING LEASE AND OPTION ON CERTAIN PROPERTIES IN STOREY AND LYON COUNTIES, NEVADA

This Agreement made on <u>January 17</u>, 197<u>7</u>, between Dayton Inspiration Gold Corporation ("Lessor") and Minerals Engineering Company ("MECO").

WHEREAS, under date of December 1, 1968, Lessor and R. W. and Dickie De La Mare ("Lessees") entered into a Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada, herein called the "Mining Lease," and

WHEREAS, by a certain Assignment of Mining Lease and Option dated July 21, 1973, the Lessees assigned their right, title, and interest in the Mining Lease to MECO, and

WHEREAS, the parties hereto desire to amend the Mining Lease in certain particulars,

NOW, THEREFORE, it is agreed as follows:

- 1. Paragraph 2 of the Mining Lease is amended such that the purchase price applicable to the option to purchase is increased from ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) to TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). The option price stated herein shall be reduced by the sum of any payments made in accordance with subparagraphs D and E of this paragraph have reached in accordance with subparagraphs D and E of this paragraph have reached the sum of One Hundred and Seventy-Five Thousand Dollars (\$175,000), no payments made in accordance with subparagraph D (the minimum royalty payments) shall further reduce the option price.
- Subparagraph E of paragraph 2 of the Mining Lease is hereby amended in its entirety to read as follows:

A royalty of Two and Cne-Half Percent (2½%) of the net smelter receipts, if said Two and Cne-Half Percent (2½%) is greater than the minimum payments set forth in Item D above. Lessor shall be furnished duplicate mint memoranda or smelter settlement sheets or other evidences of such sale."

3. The parties further agree that all other clauses and provisions of the Mining Lease dated December 1, 1968 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of <u>January 17</u>, 1977.

DAYTON INSPIRATION GOLD CORPORATION!

ATTEST:

Secretary Secretary

Secretary

By R. INMI

MINERALS ENGINEERING COMPANY

By Offourt

President

POLORIOS



133812

Book 6-page 373

CONSENTED TO this 14 day of 4017.	
R. W. De La Mare	
R. W. De La Mare	
Dacaysad Dickie De La Mare	
Dickie De La Mare	
provide see that the second se	
STATE OF One.	
COUNTY OF hen Hyometh	
COUNTY OF MAN HITAGENERA	
On the 7th day of	
before me, a notary public Bucta W Onstine, and	
Warner Costine, who are the Vice Pres + Sec.	
Secretary of Dayton Inspiration Gold Corporation, that they executed the above Amendment to Mining Lease and Option on	
Certain Properties in Storey and Lyon Counties, Nevada.	
Witness my hand and official seal.	
Sordon S. young	
Hotary Public /	
The second second	
My commission expires: 12-10-79	
and a Manda	
STATE OF Grado) COUNTY OF LENOUS) SS.	
COUNTY OF SERVER)	
5	
On the /th day of (A) 1974, personally appeared before me, a notary public A. G. Fourtant John B. Carruthers, and	
appeared before me, a notary public A. G. Foust and John S. Carruchers,	
who are the President and Secretary of Minerals Engineering Company, and who acknowledged that they executed the above Amendment to Mining Lease who acknowledged that they executed the above Amendment to Mining Lease	
and Option on Certain Properties in Storey and Lyon Counties, Nevada.	
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Witness my hand and official seal.	
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(Notary Public 35:57	
My commission expires: July 21,1980	
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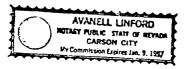
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he 14 th day of hance of the latter of the l

ess my hand and official seal.

Gunnell Genford
Notary Public

expires: 9, 1981



Dayton-Inspiration Gold Corporation



P.O. Box 排業 487 Spanish ** ART Portland, Oregon 97207

September 24, 1977

Rod W. DeLeMare 1604 Pyrenees Carson City, Nevada Re: Mining Lease and Option dated 12-1-68 between Dayton and R. W. DeLeMare and wife.

Dear Mr. DeLemare:

Paragraph 1 and 2 of the above lease and option provide that the property may be purchased on or before November 30, 1978 for \$175,000.00 less any monthly payments made during the period of 12-1-68 to 12-30-78. January 17, 1977 Dayton and Minerals Engineering Company (the assignee of the above lease and option) entered into an (the above lease which provided that the purchase amendment to the above lease which provided that Dayton would price mould be \$225,000.00 for the consideration that Dayton would price mould be \$7 royalty due under Paragraph 2 E to 25%. All other clauses and provisions of the above lease to remain in full force and effect.

You have requested an extension of the final payment date as stated above, in the event the present assignee of the lease option (Mouston Oil and Minerals Company) elects not to exercise the above purchase option and gives notice of cancellation on or before November 30, 1978.

The Board of Directors have reviewed your request and will grant an extension of the above lease and purchase option and amendment thereto on the following terms.

- The end purchase price of \$225,000.00 less applicable minimum monthly payments will be extended one year and the minimum monthly payments due under Paragraph 2 (d) shall be the sum of \$1,000.00 per month.
- 2. A further extension of 1 year and the minimum monthlypayment shall be the sum of \$1,250.00 per month and a further extension of the original lease and amendment for a period of 3 years and the minimum monthly payment increasing \$250.00 per month each year. I. E. 1979-\$1,000.00 minimum monthly payment: 1980 \$1,250.00 minimum monthly payment: 1982 monthly payment: 1981 \$1,500.00 minimum monthly payment: 1982 \$1,750.00 minimum monthly payment and 1983 \$2,000.00 minimum monthly payment.

All other clauses and provisions of the Lease Option dated 12-1-68 and Amendment dated 1-17-77 shall remain in full force and effect.

Yours very truly,

Dayton Inspiration Gold Corporation

Danie Onto

Book8

Page 393



Filed for Record at Request of Rod W. De da Mare
Oct-14-1977 and OM. n's. Park I o'clock I.M.

Recorded in Book 6 of Official Records
Page 393-394 Storey County, Newada
Page Malana Storey County Recorder
By Mary Anne Sull Deputy
File No. 41089

Books Page 394



HOUSTON OIL & MINERALS CORPORATION

R. W. DeLaMare 1604 Pyrenees Carson City, Nevada 89701

Re: Virginia City (Comstock)
Lyon & Storey Counties, Nevada
Lease # 77-III-1

Dear Mr. DeLaMare:

Enclosed please find our check No. 24940 in the amount of \$750.00 covering monthly advance royalty for September, 1977 under our lease # 77-III-1 dated December 1, 1968.

Please acknowledge receipt of this payment by signing and returning one copy of this letter in the envelope provided.

_ 1 1 1	· ·	
Filed for Record at Request of Rod W. Defemore	Very truly yours,	
OCV-14-1977 atds M. I. S. Fu to Gold Records	HOUSTON OIL & MINERALS CORPORAT	KOI
Page 395 Storey County, Nevada	Robert D. Booker	
By Mary Cine Rule Deputy	Robert D. Bocher	
File NO: 1m 41070 3.00 /- cella.		

cc: Rox Edgar - Denver Office

Receipt of the	above described	payment is	acknowledged	this _	<u> </u>
day of	197	 '			1

DEAR SIRS: The lease you refer to above became null and void when Mineral Engineering

R. W. DelaMare re-assigned their lease to Huston Oil without both my permission and Mr. Onstine's. Mr. Onstine just informed me that he has been accepting your checks but as long as I haven't accepted One, it will be up to me whether you get back in or not. We knew nothing about the Dec. 1,1976 agreement until we read about it in the Mining Record sometime in Jan. 1977.

A. W. Do farmane

242 THE MAIN BUILDING | 1212 MAIN, HOUSTON, TEXAS 77002 | 713-851-3800 | BOKS - Page 395

CONFIRMATION, RATIFICATION, AND AMENDMENT

OP

ASSIGNMENT OF MINING LEASE AND OPTION

AGREEMENT made as of the 21st day of March 1978, by and between R. W. De La Mare, a single man (hereinafter referred to as "De La Mare"), and Houston Oil & Minerals Corporation, a Nevada corporation (hereinafter referred to as "Houston").

RECITALS

- A. R. W. De La Mare and Dickie De La Mare, husband and wife (hereinafter referred to as the "Assignors"), were the lessees of a certain Mining Lease and Option dated December 1, 1968, from Dayton-Inspiration Gold Corporation covering lands in Storey and Lyon Counties, Nevada (hereinafter referred to as the "Mining Lease and Option").
- B. R. W. De La Mare is the sole heir and assign of Dickie De La Mare.
- C. R. W. De La Mare and Dickie De La Mare executed an Assignment of Mining Lease and Option dated July 21, 1973 the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO").
- D. MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston.
- Gold and holds the Mining Lease and Option for the benefit of Western Gold.
- F. De La Mare and MECO amended the Assignment from timeto-time, so that the precise terms of the Assignment, as amended, are now contained in numerous written instruments.
- G. A dispute has arisen with respect to the parties' obligations contained in the Assignment, but the parties have now agreed to resolve that dispute.
- H. The parties have agreed to confirm, ratify, and amend the Assignment and to restate the agreement between them in its

NOW THEREFORE, for \$20,000 in hand paid by Houston to De La Mare and the work commitment stated herein, the receipt and sufficiency of which is hereby admitted and acknowledged, the parties

I. SETTLEMENT OF CLAIMS; RATIFICATION

predecessors in interest have paid to De La Mare all sums which De La Mare is entitled to receive under the Assignment, as it has been amended from time to time, whether such sums were owed by MECO, Agreement to settle, release, and discharge all of the claims which De La Mare has asserted or which De La Mare could have asserted in any dispute and in any litigation arising out of the Assignment, as

133818

Book 10- PAge 165



amended, and any and all other obligations of any nature whatsoever, whether or not asserted and whether or not known, which De La Mare has against MECO, Western Gold, or Houston, or which De La Mare has at any time had against MECO, Western Gold, or Houston, their officers, agents, and employees arising out of the Assignment until the date of the signing of this Agreement.

De La Mare does hereby release, acquit, and forever discharge MECO, Western Gold, and Houston, their officers, agents, employees and servants, and their successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation which De La Mare may now have or may hereafter have on account of or arising out of any matter or thing that has happened, developed, or occurred, whether known or unknown, with respect to the Premises or the Assignment until the date of this Agreement. The foregoing release is executed in conjunction with the settlement of claims that heretofore have been asserted by De La Mare, but this release is intended to release not only claims made or which might have been made in any litigation, but any and all claims of any kind or nature including any and all manner of actions, causes of action, suits, rights, debts, dues, covenants, liabilities, contracts, promises, trespasses, damages, controversies, claims, and demands whatsoever, in law or in equity, which De la Mare has ever had or may have, known or unknown, arising out of any event, occurrence, or transaction prior to the date of execution of this Agreement, against MECO, Western Gold, Houston, their officers, agents, employees and servants, and their successors, assigns, heirs, executors, and administrators.

1.2. De La Mare hereby confirms and ratifies the Assignment, as amended and restated herein.

II. THE PREMISES

2.1. The Assignors were the owners of the following Mining Lease and Option that was assigned to MECO by the Assignment:

Lessor:

Dayton Inspiration Gold Corporation, a Nevada corporation

Lessee:

R. W. De La Mare and Dickie De La Mare

Date:

December 1, 1968

Lands Covered:

Those lands and claims located in Storey and Lyon Counties, Nevada, which are described in Schedule A attached hereto and by this reference made a part hereof.

- 2.2. The Assignors represented to MECO, and De La Mare hereby represents to Houston, that the Mining Lease and Option was a valid and subsisting lease in accordance with the terms thereof and that the obligations of the lessees named therein were fully performed prior to the date of the Assignment.
- 2.3. The Assignors warranted to MECO, and De La Mare hereby represents and warrants to Houston, that prior to the date of the Assignment the payments provided for in the Mining Lease and Option were paid as provided therein, and that all covenants required to be performed by Assignors were performed by them.

III. ASSIGNMENT

3.1. The Assignors did grant, assign, and convey to MECO, and De La Mare does hereby grant, assign, and convey unto Houston all right, title, and interest in the Mining Lease and Option, together

with the option to purchase contained in the Mining Lease and Option, subject to the payment of the consideration specified in Paragraph 3.2 below, the work commitment stated in Paragraph 4.1 below, and the reservation of overriding royalty interest contained herein.

- 3.2. Houston shall pay to De La Mare the following:
- (a) The sum previously stated as consideration, the receipt of which is hereby acknowledged by De La Mare;
 - Minimum royalties in the following amounts:
- (1) The sum of \$2,000 per month for a period of ten (10) months, the first payment to be paid on the date hereof and the remaining nine (9) payments to be made one each month during the next ensuing nine (9) months following the first payment or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below;
- The sum of \$4,000 per month commencing with (2) January 1979, and each month thereafter until the full sum of \$3,000,000 has been paid as hereinafter provided or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below.

Each such monthly payment shall be due on the day of the month on which this Agreement is dated. It is understood and agreed that all such payments made under this Agreement shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below and to the \$3,000,000 price which is specified in Paragraph 3.3 below. All monthly payments made pursuant to this Paragraph 3.2 prior to production shall be accumulated against future production and shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below until the amount of the accrued overriding royalty interest equals the amount of said payments before any payment is required to be made on the reserved overriding royalty interest. Thereafter each monthly payment made pursuant to this Paragraph 3.2 shall be credited to the overriding royalty interest reserved in Paragraph 3.2 and only the excess, if any, of the overriding royalty interest over the amount of such payments, shall be paid on a cumulative basis. Thereafter should there be any cessation of production, such monthly payments will again be accumulated and credited against future overriding royalty interest payments. At such time as \$3,000,000 has been paid pursuant to Paragraphs 3.2 and 3.3 hereof the monthly payments provided herein shall terminate and no further payments shall be required to be made pursuant to this Paragraph 3.2(b).

3.3. The Assignors reserved and De La Mare hereby reserves an overriding royalty interest in the amount of two and one-half percent (2-1/2%) of the net smelter returns, as herein defined, received by Houston from the sale of all concentrates produced from the Premises subject to the Mining Lease and Option, less the credits for the payments made pursuant to Paragraph 3.2 above. Net smelter returns as used herein, shall be defined as the gross amount of the payments received by Houston from the smelter to which said ore or concentrates from the Premises subject to the Mining Lease and Option hereto are delivered, after deducting therefrom all smelter charges, surcharges, penalties, taxes, freight, and costs of transporting such concentrates to the smelter from the mill. Such royalties shall become due and payable on or before the last day of each calendar month for all returns received by Houston during the preceding calendar month, and shall be accompanied by a copy of the refinery or smelter settlement sheet. At such time as Houston may exercise the option to purchase the mining claims listed in Schedule A pursuant to the terms and conditions of the Mining Lease and Option, and at such time as there is no longer any obligation to pay the lessor under the Mining Lease and Option any of the payments set forth in Paragraphs C, D, E, and P of Paragraph 2 of said Mining Lease and

Option, the overriding royalty interest reserved by Assignors shall increase to five percent (5%). At such time as Bouston has paid to the Assignors and/or De La Mare the sum of \$3,000,000 (including all credits for the payments which have been made by Bouston or MECO to Assignors pursuant to the terms of Paragraph 3.2 above and pursuant to the provisions of this Paragraph 3.3 relating to the reserved overriding royalty interest), the overriding royalty interest reserved by the Assignors and/or De La Mare shall terminate and no further payments shall be required to the Assignors and/or De La Mare pursuant to this Paragraph 3.3 of this Agreement. Bouston shall have the option at any time, and from time to time, to pay all or any part of the balance remaining on said \$3,000,000 and upon payment of the requirement to make any further payments to the Assignors and/or De La Mare shall terminate. For purposes of determining credits to this amount, the parties agree that MECO, Western Gold, and Bouston have paid Assignors and/or De La Mare the sum of \$53.250 prior to the date hereof.

The overriding royalty interest hereby reserved shall survive any purchase by Houston of the Premises pursuant to the terms of the Mining Lease and Option until terminated pursuant to the foregoing terms, unless such interest has previously terminated pursuant to the foregoing terms and conditions of this Agreement.

3.4. All payments required by this Agreement to Assignors and/or De La Mare shall be paid by Houston's check, or for their credit, at Houston's option, to the First Marcol Fook of Million Color of their credit, at Houston's option, to the First Marcol Fook of Million Color of their credit, at Houston's option, to the First Marcol Fook of Million of Million of Million of the Successor bank. A single payer delivering a check to it, and such payment shall effectively and for all purposes whatsoever constitute full payment of the amount thereof to Assignors and/or De La Mare to the same extent as if made directly. Such depository bank shall continue as depository under this Agreement regardless of changes in ownership in this Agreement or in any rentals or royalties that accrue hereunder.

IV. HOUSTON'S WORK COMMITMENT

- 4.1. In addition to its other obligations under this Agreement, Houston agrees to expend \$100,000 in exploration expenses on or before December 31, 1978, on or for the benefit of the Premises if it is to continue to maintain its interest in the Premises (Houston's "work commitment"). This work commitment is to be in lieu of all other obligations that might otherwise be implied in law or fact. Expenses incurred by Houston which are properly chargeable to the work commitment shall include, but not be limited to:
- (a) Any expenditure incurred for the necessary and proper exploration, development, and operation of the Premises subject to this Agreement, payments for drill site preparation, gaining access to an exploration or development site (including tunnel and shaft maintenance and development), drilling, water, surveying, laboratory charges, environmental controls and studies, and reclamation work.
- (b) Costs of contract services, utilities, and equipment rental necessary for efficient operations on the Premises.
- (c) Cost of material, equipment, and supplies purchased or leased for use in connection with operations on the Premises.
- (d) Salaries and wages of employees while engaged in exploration and development operations, including on-site supervisory and administrative personnel.

(e) A properly allocable portion of such employee's cost of labor fringe benefits, whether determined by collective bargaining agreements or otherwise. Examples of these costs are: overtime and premium rates, vacation, sickness and disability benefits, incentive rates, and other bonus arrangements, group life insurance, and pension costs.

V. GENERAL

5.1. Any notice required or authorized to be given by this Agreement shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance with this Paragraph 5.1. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, CO 80206 Attn: C. Phillips Purdy, Jr. Vice President, Minerals

Notice to De La Mare:

With copy to:

Mr. R. W. De La Mare

Gran City, Mindo 39701

Smill & Gamble, Llt. 502 Abrill Divisionst Cotton City, ilkabda 89701

- 5.2. Houston agrees to be bound by the terms and conditions of the Mining Lease and Option, to perform all of the obligations to be performed by the lessee thereunder subsequent to the date hereof, and to make all subsequent payments required by the Mining Lease and Option, subject to the right of Houston to reassign the Mining Lease and Option to the Assignors and/or De La Mare pursuant to Paragraph 5.3 below.
- 5.3. Houston may at any time reassign or offer to reassign to the Assignor and/or De La Mare the Mining Lease and Option and thereupon be relieved of any further liability or obligations whatsoever under the terms of this Agreement, the Assignment, and of the Mining Lease and Option; and the Assignors and/or De La Mare shall thereupon be bound by the terms and conditions of the Mining Lease and Option. Bouston may freely assign the subject Mining Lease and Option or this Agreement provided it gives De La Mare prompt written notice thereof and the assignee agrees in writing to be bound by the terms and conditions hereof.
- 5.4. This Agreement is the entire agreement between the parties, and it supersedes all prior written agreements and verbal communications with respect to the subject matter hereof.

5.5. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

IN WITNESS WHER Agreement as of the date an

IN WITHESS WHERE	or, th	e pa first	rties abov	have e writt	execute en.	d this
	BOUST	ои от	L & M	INERALS	CORPOR	HOITA
	By	illip Presi	S Pur dent,	d, Jr. Minera	Fundals /	
	R. W.	De f	a Mar	fin	Zer	
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STATE OF NEVADA)				
COUNTY OF CALLED))	SS.		·	;
On the AHR day of before me, a Notary Public, R. executed the above Confirmates Assignment of Mining Lease at	. W. De	La N Rati	lare w	ha ackar]	appeared that he ment of
JULIAN C. SMITH, JR. NOTARY PUBLIC - NEVADA CARSON CITY Hy Commission Expires Oct. 1. 1979 [SEAL]	1		seal y Pub	ile	Lut	4)
My commission expires:					·	•
STATE OF COLORADO	•)				
CITY AND COUNTY OF DENVER	,	Ś	SS.			
On this <u>27th</u> day of public, personally appears President, Minerals, of House corporation, who executed the that such corporation execute therein set forth.	ed C. ton Oil above	Phil & Mi instr	lips neral: ument	Purdy, Corpor	Jr., a	
WITNESS my hand and	d offic	cial	seal.			İ

		Barbara Mitchen
FISEALI ON A PARTY		Notary Public
My commission expires:	11/7/81	

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

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Schedule A to Confirmation, Ratification, and Amendment of Assignment of Mining Lease and Option

Page 1 of 3

Book 10- PA9=171

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County. Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Sadeed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County,

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

Filed for Provide D. L. L. A. O. J.	m. 10
Filed for Record at Request of Houston Cil 4) April 18-1978at Ilin's. Past 4 o'clock P. M.	puedo logo
// Recorded in Book // of Official Donada	
Page 165 Umu 173 Storey County, Nevada	
Storey County Recorder	
By Deputy	1
File No. 41803 Fac \$11.00 pl.	:
File No. 4/805 Fac \$11.00 pl.	

SECOND AMENDMENT TO MINING LEASE AND OPTION

This Agreement, made and entered into this <u>lst</u> day of <u>July</u>, 1978 by and between DAYTON-INSPIRATION GOLD CORPORATION, a Nevada corporation (hereinafter referred to as "Dayton") and HOUSTON OIL and MINERALS CORPORATION, a Nevada corporation (hereinafter referred to as "Houston");

WITNESSETH:

WHEREAS, Dayton as Lessor and R. W. De La Mare and Dickie De La Mare, husband and wife, as Lessees entered into a certain Mining Lease and Option dated December 1, 1968; and

WHEREAS, by an Assignment of Mining Lease and Option dated July 21, 1973, R. W. De La Mare and Dickie De La Mare assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO"); and

WHEREAS, by an Amendment to Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada dated January 17, 1977, Dayton and MECO amended the Mining Lease and Option in certain particulars; and

WHEREAS, MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston; and

WHEREAS, Houston is the substitute general partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold; and

WHEREAS, the parties hereto desire to further amend the Mining Lease and Option in certain particulars;

NOW, THEREFORE, in consideration of Three Thousand Five Hundred (\$3,500) Dollars payable by Houston on or before March 1, 1979, the parties agree as follows:

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Book 12- PA92 78

- Paragraph 1 of the Mining Lease and Option is amended by deleting "of Five (5) Years or to December 1, 1978" and substituting therefor "to March 1, 1979".
- The first sentence of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substituting therefor "March 1, 1979".
- Subparagraph D of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substitherefor "March 1, 1979".
- Paragraph 2 of the Mining Lease and Option is amended by adding a new Subparagraph H to read as follows:
 - "H. Lessees shall perform or cause to be performed the annual assessment work which is required to be performed on the property for the assessment years ending September 1, 1978 and September 1, 1979.
- 5. Paragraph 6 of the Mining Lease and Option is amended by adding a sentence at the end thereof reading as follows:

"Lessees shall pay all taxes levied or assessed against said premises for the fiscal years ending June 30, 1979 and June 30, 1980".

Paragraph 11 of the Mining Lease and Option is amended to read as follows:

> "The option to purchase hereinabove referred to shall be exercised by Lessees by notifying Lessor in writing, delivered to Lessor personally, or by deposit of said notice in a sealed envelope in a post office, postage, prepaid and registered, and addressed to Lesson: Columbia Sailding Pass Office Dok Hashington 99210 on or before March 1, 1979. On or PORTLAND, OREGON 9720 before March 1, 1979, Lessees shall deposit Seventy Five Thousand (\$75,000) Dollars in the United States National Bank of Oregon, Burlingame Branch, Burlingame, Oregon, said Bank to hold said sum of money deposited as the escrow agent; and Lessor shall, within thirty (30) days of receipt of said notice, deposit with said escrow agent (1) a deed conveying title to Lessees, and (2) evidence that Lessor has good merchantable title. free and clear of encumbrances. Lessees shall have fifteen (15) days to examine said deed and evidence of title. Any controversy arising as to whether said title is merchantable shall be settled by Lessor's and Lessees' attorneys and the title company furnishing such evidence of title. After said fifteen (15) days, or sooner if notified by Lessees of acceptance of merchantable title, the escrow agent shall deliver the monies deposited by Lessees to the Lessor. Lessees shall, on or before March 1, 1980, deposit Ninety Thousand (\$90,000) Dollars with interest thereon at

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P. O. BOX 487

the rate of eight and one-half (8½%) percent per annum from March 1, 1979 to the date of deposit with the escrow agent, who shall then deliver the deed and evidence of title to the Lessees and the monies deposited by Lessees to the Lessor. Revenue tax stamps required for the deed shall be placed thereon by the escrow agent at Lessor's expense. Escrow fees shall be shared equally by the parties hereto. If Lessees desire an abstract of title, they may order one at their own volition and expense, said abstract to be ordered sufficiently in advance so that it may be deposited in escrow within the thirty (30) day period referred to above in this paragraph".

Paragraph 17 of the Mining Lease and Option is amended to read as follows:

- "17. Lessees agree to prepare an inventory of all the mill machinery and buildings on the premises which shall be submitted to Lessor, and upon Lessor's acceptance of said inventory, it shall become a part of this Agreement. The following real and personal property is excluded from this Agreement:
- Two surface buildings on the New York property belonging to Jack Lowry known as the Carpenter Building and Change House;
- 2) Mill machinery in the mill building belonging to Jackson Mountain Mining and Milling Company.

The sixty-five foot steel headframe located on the shaft of the New York property shall be part of this Agreement on the following terms and conditions: (1) Lessees shall pay Lessor Five Hundred (\$500) Dollars on July 1, 1978 and a like amount on the first day of each month thereafter, to and including February 1, 1979; (ii) if Lessees exercise the option to purchase hereinabove referred to, Lessees shall pay to Lessor Five Thousand Five Hundred (\$5,500) Dollars on March 1, 1979".

8. Except as herein amended, the Mining Lease and Option as heretofore amended, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Mining Lease and Option as of the date first above written.

DAYTON-INSPIRATION GOLD CORPORATION

By Burton W. Okstine

Warne Ondine
Secretary

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Execution of Second Amendment to Mining Lease and Option by and between Dayton-Inspiration Gold Corporation and Houston Oil and Minerals Corporation continued:

HOUSTON OIL & MINERALS CORPORATION

Vice President Minerals Division

STATE OF Uregon) COUNTY OF Multromak)

on this /8ct day of // , 1978, personally appeared before me, a notary public, Birton W. Corporation, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

My commission expires: 5-12-80

STATE OF COLORADO) CITY AND SS. COUNTY OF DENVER)

On this 6th day of July , 1978, personally appeared before me, a notary public, C. Phillips Purdy, Jr., Vice President Minerals Division of Houston Oil and Minerals Corporation, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

commission expires: ____11/7/81 SEAL AFFIXED COMPARED WHEN RECORDED

BOOK 12-PA92-81

QUIT CLAIM DEED

THIS Quit Claim Deed, effective as of the /p day of July, 1978, is between MINERALS ENGINEERING COMPANY, a Colorado corporation whose address is 1055 Colorado National Building, 950 Seventeenth Street.

Denver, Colorado 80202 ("MECO") and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation whose address is Suite 408, 222 Milwaukee Street, Denver, Colorado 80206 ("Houston").

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Houston to MECO, the receipt and sufficiency of which are hereby acknowledged, MECO hereby grants and conveys to Houston the properties and intersts more particularly described as follows:

 The Carried Net Profits Interest reserved to MECO in that General Deed and Assignment dated as of January 7, 1977, recorded as follows:

•	Reception	Book	Page
Storey County, Nevada	41562	9.	444-445
Lyon County, Nevada	36011	_	_ : : : : :

 All of MECO's right, title, interest, claim and demand in the Dollarhide Property or any production or revenues therefrom, including, but not limited to, the Carried Net Profits interest reserved to MECO in that Deed and Release of Mortgage dated as of November 30, 1976, recorded in the following counties:

	Reception	<u>Book</u>	Page
Mesa County, Colorado	1121459	1088	104-106
Montrose County, Colorado	455486	6 36	439-441
Grand County, Utah	367733	256	25-27
Emery County, Utah	258465	89	404-406

Documentary Transfer Tax \$ 57.40

Computed on full vaue of property conveyed; or

Computed on full value less liens and encumberances imaining thereon at time of transfer.

Under penalty of perjugy

Signature of declarant or agent INDEXT

Idetermining tax-firm name.
Houston oil Eminerals Corportion.

Book 11- PAge 549



If Houston makes the affirmative election to surrender to the lessors all or any part of that Mining Lease and Option to Purchase dated February 24, 1976, between Dollarhide Corporation, Summit Resources, Inc., Carmen Jones, Administratrix of the Estate of Roy Jones, Guy M. Bartlett, and Roger Arnebergh (lessors) and Minerals Engineering Company (lessee) covering the claims identified in the Deed and Release of Mortgage referred to hereinabove, Houston agrees to give MECO at least thirty (30) days' prior written notice. If MECO gives Houston written notice within such thirty (30) days that it elects to take a reassignment of Houston's rights, Houston shall promptly assign to MECO all rights and interests which Houston may then have in that portion of the lease to be surrendered. If such reassignment is of less than all of the property remaining subject to the Mining Lease and Option to Purchase, prior to such reassignment, MECO shall obtain written consent of the lessors to a partial assignment and their written agreement to treat the partial assignment such that a default by MECO will not affect Houston's interest under the entire Mining Lease and Option to Purchase. Notices shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance herewith. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, Colorado 20206 Attn: C. Phillips Purdy, Jr. Vice-President, Minerals Notice to MECO:

Minerals Engineering Company 1055 Colorado Mational Building 950 Seventeenth Street Denver, Colorado 80202 Attn: Anton G. Foust President

-2-

Book 11-PA92550

MECO represents and warrants that there are no mortgages, liens, or encumbrances on MECO's interests in the property subject to this Deed.

MECO warrants the interests conveyed hereby against those claiming by, through or under MECO.

IN WITNESS WHEREOF, MECO has executed this Deed as of the date and year first above written.

MINERALS ENGINEERING COMPANY

(SEAL)	By andon I Loust	;
ATTEST:	Anton G. Foust - president	!
Secretary	_	,

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)
SS.

The foregoing instrument was acknowledged before me this 12^{12} day of July, 1978, by ANTON G. FOUST, as President, MINERALS ENGINEERING COMPANY, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

	Hotary Publicy Stewns
ssion expires:	by Commission Expires Oct. 11, 1981
	Filed for Record at Request of Honorow Wil & Minerals Jugust 1/2 /8 and Min's. Past Do'clock IM. Corp.
	Recorded in Book of Official Records Page 549-550-55 Storey County, Nevada Storey County Recorder
•	File No. 42475 feed 5.00 pc
	Book 11- PAge 55/
· · · · · · · · · · · · · · · · · · ·	

Documentary Transfer Tax \$ 70.56

M Computed on full vaue of property conveyed; or Computed on full value less liens and encumberan

remaining thereon at time of transfer.

GENERAL DEED

Ureder penalty of perjury: determining tax-firm ru

DEED MADE AS OF THE 1ST day of March, 1979, between DAYTON INSPIRATION GOLD CORPORATION, Post Office Box 487, Portland, Oregon 97207, a Nevada Corporation, grantor, and Houston OIL & MINERALS CORPORATION, a Nevada Corporation with office at 222 Milwaukee Street, Denver, Colorado 80206 ("HCM"), the grantee:

WITNESSEIH, that Dayton, for and in consideration of Tan Dollars (\$10.00) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of DAYTON-S right, title and interest in its real property, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, licenses, rights of way, tunnel sits, and patented and unpatented mining claims described and more fully set forth in EXHIBIT "A" attached hereto and made a part of this deed, including all buildings located upon said mining claims in an "as in condition" with no warranty as to their structural soundness or usability for mining operations.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges, and franchises the eto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and sigular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of DAYTON, of, in or to the PROPERTY and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the property above bargained and described, with appurtenances, unto HCM, its successors and assigns, forever

IN WITNESS WHEREOF, DAYTON INSPIRATION GOLD CORPORATION has

hereunto set is hand and seal as of the day and year first above written. DAYTON DISPIRATION GOLD CORPORATION 7.4878 ATTEST

STATE OF OREGON

COUNTY OF MULTNOMAH

SS

The foregoing instrument was acknowledged before me this $2\mathcal{V}$ Mortane, 1979, by Burton W. Onstine, Vice President of Dayton Inspiration fold Corporation, a Nevada Corporation

> Notary Public in and for the State of Oregon, residing at Portland, Oregon

SOOK 024 FACE 248

EXHBIT "A" TO DEED FROM DAYTON INSPIRATION GOLD CORPORATION, a Nevada Corporation to HOUSTON OIL AND MINERALS CORPORATION

The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Newada, and more particularly described as follows, to wit:

TRACT 1

Tookville Lode Claim, U. S. Survey No. 53, page 114, Storey County, Nevada, Records.

Gustice Claim, U. S. Survey No. 43, patent districtor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memohis Claim, U. S. Survey No. 100, patent intervier being recorded in Book 39, page 39, Storey County, Nevada, Records.

Most Justice Claim (possessory), the certificate of lection of which is recorded in Book D, type 31, Storey County, Wevada, Records.

Chains Claim (possessory), the certificate lineartism is recorded in book 5, page 80, Ctorby County, Mayada, Records.

Filed for Record at Request of Numerals Case.

Chy 23, 19th at & Min's. Past To'clock A.M.

Recorded in Book 24 of Official Records

Page 243 THRU 255 Storry County, Nevada

Nam Runful Storey County Prooder

By Lundy Linkburt Deputy

File No. 47416 -74410.0000

THE PERSON OF THE PROPERTY OF THE PERSON OF

BOOK 024 PAGE 249

Taith 37 and 33 in Block 6, Range C of the town of Gold Will.

Tasts 30, 31, 27 and the West 22 feet of Tot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Cold MAII: also the South 40 feet of Lot 55 and oll of Lot 56 in Block 8, Range D, Gold Mill.

rockfills with all the dips, apurs, and angles, and also all the metals, ores, gold, and bilver bearing quartz, rock and earth in pioce or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and impoyed.

Flows covered by Deed from JUSTICE COLD AND CIMUDE MINING COMPANY, a California corpomation to the DAYTON CONSCIIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Leeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Thoshone-Comstock No. 2, unpatented lode numing claim, the dertificate of location is recorded in book G. page 385, in the County Recorder's office, Storey County, Meyada.

Meyotone Patented mining claim, being U.S. Burte, No. 55, patent therefor being recorded in mock 36, page 56, Storey County, Nevada, Lecurds.

Chonts (sometime called the Front Lode), Loing W. S. Survey No. 117.

FOGLISHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing surrez, rock and earth in place or reversed of any and all mining claims and promerly included in the above tract; and all use rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually has and emjoyed.

Above covered by Deed from the COMSTOCK
COVERCIE divide Company, a Hevada Corporation
to one PARTOA COMSOMIDATED AIMED COMPANY,
Cabod Teocomber 15, 1920, recorded in
Cook 62 of Meeda, Page 20, decords of
County, Hevada.

A SECURE OF THE PROPERTY OF TH

TRACT 3

Pertain portions of the following described petunical and unpatenced fode Mining claims:

Calcdonia unex (possessory), the dertificate of location is recorded in Ecok F, Page 142, Storey County, Nevada, Records.

location of which is recorded in Dock G, page 32, storey downly, Mevada, Records.

wito 40 (managestory), the certificate of tocation of which is recorded in Noot C, Page 33, Storey County, Nevada, Records.

Path Al (possessory), the certificate of iniction of which is recorded in Fook G. Suga 34.

Calcdonia U. S. Survey 4509, unprtented, the rectificate of location of which is recorded as Look F. Page 170, Storey County, Nevada, Schools.

Fromt Gode U. S. Survey 49, 49% and 49%, patent cherefor being recorded in Book 30, mage 462, forcey County, Hevada, Repords.

off portions of any mining richts and surface rights undruded but not herein apportically named.

TOOFTHER with all the dips, spurs, and angles, one also his the metals, ores, gold, and silver bearing quarts, rock and earth in place or severad, of any and all mining claims and pronounced included in the above tract; and all the lights, privileges, and reachises thereto includent, appendant, and appurtament, or therewith usually had and enjoyed.

CHOUT CONTREAD THERE ARE TOOM COMMODITINGED CHOILER COURT TOO STATES MINING COMMODITINGED CHOILER COMMODITION to the DATEO COMMODITINGED MINES COMMODITY, patra June 17, 1947, recorded in Book 50 of Deeds, name 536, Records of Choray County, Toyada.

TRACT 4

Onto commerce 16, 17, 10, 20, 2% and 22 in 1 and 0 of annual C of cold Hill be nexue, above County, hereby.

THOMS describe by Beed Irom VINCHITO COMMODIDATES

MINELS COMPANY, dated May 28, 1940, recorded to Book 52 of Deeds, Page 45, Records of Sconer County, Revada.

First of Not Number 13 in Plock 6, Range C of Hold Hill Townsite, Storey County, Mewade.

PROVE devered by Deed from VINCENZO MARICONI, to cilver city, Newada to the DAYTON CONSOLIDATED HINES COMPANY, dated March 31, 1942, recorded in Look 62 of beeds, Page 168, Records of Storey County, Newada.

WOCDTHER with all the dips, sours, and angles, the also all the metals, ores, gold, and elever hearing quertz, rock and earth in place or revered, of any and all mining claims and property included in the above tract, and all the rights, privileges, and franchises thereto inclident, appendent, and appurtenant, or there-yield invally had and enjoyed.

TIJICI 5

Tunification (possessory), the certificate of location is recorded in Book G, page 575, Scorey County, Havage, Records.

Deleader, (possessory), the certificate of translet is recorded in Dook G, Page 57G, Storey County, Nevada, Records.

Protector, (porsessory), the certificate of location is recorded in Book G, Page 576, Storey County, Lavada, Escorda.

Cold King, (possessory), the certificate of location is recorded in Book G, page 574, thoroid county, Mevada, Records.

and of above presentary claims leasted by Payton Consulidated Mines Company.

MCGTTEPER with all the dips, spurs, and angles, and to so at the metaly, eres, gold, and silver bearing ouarts, rock and earth in place or several, as any and all mining claims and property included in the above track; and all the rights, mivileges, and franchises them to includent, appendant, and appurtenant, or therewith usually and and enjoyed.

Dentile to the and Chinatown diving Districts, in the Country of Types, State of Nevada, and more particularly described as Sollows, to with

TANCE 6

The Taylon (Marble Lode, U. S. Survey No. 66.)

FIGUR covered by Reed from the BOLDRY DSTATE COMPANY to LAYTON CONSOLIDATED MINES COMPANY, Cated October 10, 1933, recorded in Book 27 of Leeds, Page \$27, Records of Lyon County, Payage.

Morauth, U. S. Survey No. 62, recorded in Book to: Surveys, Page 98, Lyon County, Nevada, Records.

PROVE obvered by Deed from the MOSCUTT MINING COMPANY, to DATE ONSOLIDATED MINES COMPANY, Cutor Partl 1, 1996, recorded in Zook M of Mining Deeds, Page 456, Records of Lyon County, Revola.

the Chardese, H. S. Survey No. 75, patent unerafor being recorded in Book P Surveys, Page 105, Lyon County, Nevada, Records.

Marks covered by Beed from Mard Lee Plood (wide of James L. Flood, deceased), MARY THE PLOOF CUTHERNS (daughter of James L. Flood, deceased), and JAMES L. FLOOD con of James L. Flood, deceased) no DAYTON CONSULTATION NINES COMPANY, deceased become ??, 4934, recorded in Book M, of Mining Deeds Page 380, Lyon County, Navaga, Records.

The Filtening, U. C. Survey No. 56 (excepting (%) feet on the south and of the claim) patent therefor being recorded in Book B Surveys, Tage 74, Eyen County, Mayada, Records.

ANTIVE SERVERED by Doed from LILT SURBORN, TRUSTEE OF THE ALMEDRA MINING COMPANY, to DAYTON TOSTOLIBRIED MINES COMPANY, Saided Jone 15, 1830, recorded in Book H, of Mining Doeds, Page 579, Lyon County, Nevada, Records.

white, Peach and Peach 62 (possessory), the correlations of location is recorded in Vol. Pin country, Javada, Province.

MAGNET HOWARD BY DEED COMPANY, GETER HANDS TOURSONDAINED MINES COMPANY, Geter weekler 20, 1933, recorded in Rick M, of Health Geers, Page 371, Nyon County, develo, America.

be, rimply (puscessory) the certificate of location in recovered to Act. O of Technicus, Page 208, Gyon County, Movoda, Records. PROVE covered by Deed from FRANK R. GOPTON to Linear rossolibhted MINES Co., dated September 21, 1934, recorded in Book M, of Mining Leeds, Page 373, Lyon County, Nevada, Records.

English Fraction (possessory), the certificate of testion is recorded in Book S. of locations, Page 107, Lyon County, Nevada, Records. (This pensessory mining claim located by English Constitution Hines Company).

silver cary Lots as Inid down and described on the Ross E. Browne map of the townsite of Silver city, Lyon County, Nevada.

dumber 277-273-279-330 and 283, Covered by Deed from the Tolart Estate Company to Dayton Constilling Mines Company, dated Gatabar 19, 1903, recorded in Ecok 27 of Deeds, Page 427, Lyon County, devada, Records.

Findom 193, Covered by Dead from VIDA HOYER TWO 1985 F. WACKSTYS to DAYTON CONSOLIDATED THOSE COMPANY, dated November 24, 1924, recorded in Book 28 of Deeds, Page 193, Lyon Company, Tavada, Records.

fundors, 273-274 and 275, Covered by Deed from FNRD PARTETUS to DATION CONSCRIDATED MINES COMPANY, School Recember 13, 1034, recorded in Notice 25 of Deeds, Page 320, Gyon County, Mayada, Ricords.

Marker, 103 and known to "Endeern filens Mill Silve," covered by feat from GEORGE PUREWAR to SHITCH CONCOLIDATED WIRES COMPANY, dated November 16, 1934, recorded in Dook 13 of Deeds, Page 164, Syon County, Mevada, Records.

Gambers 101-102 and 123; Covered by Beed from Gamber Fullman to Darren Common IDENTE MINES COMPANY, Galed October 19, 1933, recorded in the 21 of Daeds, Page 428, Eyen County, Nevada, Records.

Musican 12:-134-135-136 and 130, Covered by Dead from 2006 F. TACCOURT to AMETO'S CONSOLIDATED THAT COMPANY, detail Agril 5, 1931 recorded in Seed: 25 of Daeds, Page 192, Lyon County, Mevada, Topondo.

Part of Lot 104 and all of bot 286, dovered by 1000 from PRAY U. DOWNST and TAUE F. TAMBLEY on 100001 100001 MINES COMPANY, dated December 4, 1933, recorded in book 37 of Deeds, Page 1777, Nyon County, Tayada, Aldowas.

forwheat with all the dips, (pars, and angles,) as the all the new term, pold, and silver

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learing suction, rock and earth in place or sewered, of any and all mining claims and example included in the clove trace; and all the rights, privileges, and franchises therein inclident, appendant, and appurtenant, or therewith usually had and enjoyed.

THE OEST GROUP OF CLAIMS BEING TRACT 7 IS NOT INCLUDED AS A PART OF EXHIBIT *A.

Art Minimo Claim, U. S. Survey No. 149 (Decembed)

county North Directation Wining Claim, V. S. Correct No. 150, (naughted) recorded in book to at Proces, Page 207, Syon County, Revada, technology

Core Todo Mining Claim, U. S. Survey No. 100 (Schenfied), recorded in Book H of Mining Sector, Page 55, Laren Councy, Nevada, seconds.

Satisfic Uniting Chilm, U. S. Survey No. 133, (principled), recorded In Sook H of Mining Deeds, 2000 45, Byon County, Hevade, Records.

Try from Nell Wining Clade, U. S. Survey No. 170 (purenced), recorded in Book M of Mining Newhor, Page 59, Tyon County, Nevada, Seconds.

The third control No. 2 Mining Class, J. 2. Survey to 151, (patented) recorded in Book M of Mining Feeder, Page 63, Lyon County, devada, Records.

Invited single Mining Claim, U. S. Survey No. 157 (patchind) recorded in Book M of Hining and J. Proge 57, Syon County, Jevada, Records.

Trongk Mining Claim, U. S. Burvey No. 1703 (backneed), recorded in Nook M of Mining Perds, Para C., Myon, County, Mevada, Records.

freer (muh)Ac Mining Claim (nosed/mory), recorder in Vol. A of Godations, Page 76, Gyon Thunuy, Jorda, Records.

Tably Highing Claim (possectory) recorded in the O of Gostions, Page 635, Won County, Henda, Records.

Francy Mining Claim (possessory) recorded in Mal, C of Cocations, Dage 604, Lyon County, Towns, Decords.

Char Minima Claim (possessor) recorded in Fr. 2 65 Tocations, Page 187, Syon County, Payras, Lecords.

GRANT DEED

In consideration of Ten Dollars in hand paid, HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, Grantor, grants to HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation, Grantee, whose address is 1325 S. Colorado Boulevard, Building B, Denver, Colorado 80222, a Texas corporation, certain property situate in _______ County, Nevada _____, and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed this 10^{10} day of November , 1980.

HOUSTON OIL & MINERALS CORPORATION

By LaheMy Robert B. Hope

ATTEST:

George R. Reeves, Asst. Secretary

APPROVED
Div:
Fin:
Leg:
HOM HIMCO HOMEX

Howeven Intil

SOAL AFFIXED

STATE OF COLORADO

City and County of Denver

Filed for Record at Request of Manage Coop.

Crc 2,980 at Min's. Past 2 o'clock? M.

Recorded in Book 20 of Official Records

Page 130 137 138 139 Storey County. Nevada

Muzz 12 12 Storey County Recorder

SS. By 2000 11 District Deputy

File No. 4812 355 Comp

The foregoing instrument was acknowledged before me this /// day of November, 19/80 by Robert B. Hope, Houston Oil & Minerals Corporation, on behalf of the corporation pursuant to a resolution of the Board of Directors of the corporation.

Notary Public

My Commission Expires:

Oct 25, 1983)

[SEAL]

Documentary Transfer Tax \$ 70 \(^{-1}\) Computed on full value of property conveyed; or computed on full value less liens and encumbrances remaining thereon at time of transfer.

Under penalty of perjudy

George L. Roeves, Asst. Sec. Houston International Minerals Corporation

or bokerrou

SEAL AFFIXED

MOEXE

ENHIBIT A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT Z

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chontz (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

ECHIBIT A

Page 2 of 3

Alto 11 (purpose cry), the certificate of location of which is recorded in Book G. page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Revada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page S75, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Eank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98. Lyon County, Nevada, Records.

LYMBIT A

Page 3 of 3

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Rage 105, Lyon County, Nevada, Records.

The Alhamora, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by lessor. It being agreed between lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

QUITCLAIM DEED

In consideration of Ten Dollars (\$10.00) and other valuable consideration, HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation ("Grantor"), whose address is 3801 E. Plorida, P. O. Box 10200, Denver, Colorado, 80210 hereby quitclaims to R. W. DE LA MARE, a single man ("Grantee"), whose address is 1604 Pyrenees, Carson City, Nevada 89701 all of the right, title and interest in and to those certain lands ("Property") located in Storey and Lyon Counties, Nevada more particularly described in Schedule A attached herto and incorporated by reference herein which Grantor acquired through conveyances from Dayton Inspiration Gold Corporation dated March 1, 1379 and December 24, 1980 and recorded in the Official Records of Storey County, Book 24, Page 248 and Book 26, Page 561, and in the Official Records of Lyon County, Document Nos. 57224 and 57961.

TO HAVE AND TO HOLD unto Grantee, his successors, and assigns.

in witness thereof, Grantor has executed this Deed this day of _______, 1982.

HOUSTON INTERNATIONAL MINERALS CORPORATION

By K. H. Wright
Vice President-Operations

STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before methis 5 day of August , 1982 by K. H. Wright, Vice President-Operations, Houston International Minerals Corporation, on behalf of the corporation.

My Commission Expires: My Commission Expires Feb. 19, 1985 3801 E2st Florida Denver, Colorado 80210

PUPLO OF

Filed for Record at Request of R. M. Reference
Mer. 9, 1983 at HMin's. Past 20'clock LM.
Recorded in Book 37 of Official Records
Page 25 + 25 - 25 T. Storey County. Nevada
Mily frie Full Storey County Recorder
By Managary Lauther Deputy

75 Jupl.

133847

300K 037 PAGE 254

SCHEDULE A

TRACT 1

Moodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Rook 35, Page 114, Storey County, Nevada,

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Rook 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Rook 39, page 39, Storey County, Nevada, Records:

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Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

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Chonta (sometime called the Front Lode), being U.S. Survey No. 117

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Alto 10 (possessory), the certificate of location of which is recorded in Pook G, page 33, Storey County, Nevada, Records.

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Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

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Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

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Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

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Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Also all mines, plants, buildings, offices and mill machinery acquired by Houston International Minerals Corporation from Dayton Inspiration Gold Corporation by Quitclaim Deed dated December 24, 1980.

When Recorded Return To:

CARL F. MARTILLARO, ESQ. 412 N. Curry St. Carson City, NV 89701 Page 3 of 3

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this 16 day of January, 1987, by and between R. W. De La Mare, hereinafter called "Party of the First Part", Trans-Globe Resources, Inc., hereinafter called "Party of the Second Part" and McCabe Enterprises, Inc., hereinafter called "Party of the Third Part".

It is hereby mutually agreed upon, by the above three Parties, to the following provisions and conditions:

- 1. The Party of the First Part does hereby deed, convey and assign all of his interests in all his properties located in Storey and Lyon Counties that he owns or has interest in, and any and all structures, improvements, personal property, water wells, etc., or any corporation or other entity that he may own or have an interest in, to the above three Parties in the following manner:
 - (a) Fifty Per Cent (50%) interest to R. W. De La Mare.
 - (b) Twenty Five Per Cent (25%) interest to Trans-Globe Resources, Inc.
 - (c) Twenty Five Per Cent (25%) interest to McCabe Enterprises, Inc. Title is to be taken as tenants-in-common.
- 2. It is further agreed by all Parties hereto that an operating company will be set up to do the exploration, testing, and the other work necessary to make the property "bankable". The officers of the corporation and their duties will be thus:
 - (a) R. W. De La Mare will be President, Chairman of the Board and Senior Mining Advisor.
 - (b) Julia S. McCabe will be Secretary, Treasurer, Controller and a Member of the Board.
 - (c) James Galloway will be First Vice President, Chief Executive Officer, General Manager and a Member of the Board.

A bank account will be set up and will require any two of the above named officers to sign the checks.

- 3. The financing needed for the project will be done in two stages, and will be as follows:
 - (a) The first step will be to raise the amount needed to make the project "bankable". This will be done by a note and deed of trust, or other instrument that will provide collateral security for payment of the promissory note, on all the properties and will be executed by R. W. De La Mare, who is the owner of record MOEXEL at this time.

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- (b) The second step or stage will be to raise the large amount of capital needed to build the mill, process the ore and put the project into operation. This amount could run upwards of Twenty Five Million Dollars (\$25,000,000). This sum to be arranged and signed for by James Galloway, President of Trans-Globe Resources, Inc. and Julia S. McCabe, President of McCabe Enterprises, Inc., as they both have extensive experience in the financing field.
- 4. It is also mutually agreed that the Party of the First Part agrees
 to sell to the Parties of the Second and Third Parts, at their option,
 the First Party's Fifty Per Cent (50%) interest in the project under
 the following terms and conditions:
 - (a) The Parties of the Second and Third Parts will make a cash down payment of One Million Dollars (\$1,000,000), then one year later, and each year thereafter, make an annual payment of Five Hundred Thousand Dollars (\$500,000) for as long as the Party of the First Part (R. W. De La Mare) shall live. This payment schedule vill be guaranteed by the establishment of a non-revokable life-long trust fund. When this fund is established the Party of the First Part will execute a grant deed and/or any other document needed to transfer clear title and possession to the Parties of the Second and Third Parts.

This Agreement may be recorded by any of the Parties hereto.

IN WITNESS WHEPEOF, the Parties hereto have caused these presents to be executed the day and year first above written.

FIRST PARTY: R. W. De La Mare	THIRD PARTY: Trans-Globe Resources, Inc. McCabe Enterprises, Inc. James Galloway, Pres. Julia 3. McCabe, Pres.
STATE OF NEVADA COUNTY OF Carson City On January 16, 1987	O104'783 III INSURANCE AND TRUST SS. A THE INSURANCE AND TRUST A THE INSU
a Notary Public. R. W. De La Mare, J	ames Galloway and Julia S. McCabe
who acknowledged that the Yexeculed the above	PATRICIA J. TUNNER Notnry Public - Nevado Storry County My Appl. Expires June 20, 1989

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MICROFILMED

0104783 OFFICIAL RECORDS LYON COUNTY, NEV.

Filed for Record at Request of Read Fel 10 1987 at Sthlin's. Past 11.0'clock AM. Recorded in Book Sta. of Official Records Page 337-338-339.C.orey County, Nevada
Storey County Recorder
By Deputy

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Fee 7.00pd File No. __ 59114

'87 JAN 20 AM 11 42

NANCY ... CARR COUNTY RECORDER

133853

056 INC 339

W.T.T. accommon

MEMORANDUM OF AGREEMENT

WHEREAS, DE LA MARE, is the owner of certain patented mining claims and other real estate located in the Counties of Lyon, Storey and Carson City, in the State of Nevada, and

WHEREAS, DE LA MARE is desirous of entering into an Agreement for the development of said properties, and

WHEREAS, WILSON is capable, willing and able to provide the expertise, man power and financial assistance necessary for the development of said properties,

NOW, THEREFORE, IT IS AGREED, between the parties as follows:

- 1. Transfer of Properties: DE LA MARE hereby transfers to WILSON an undivided 55% interest in all properties, including real properties, mining claims, and personal properties in which DE LA MARE or DE LA MARE MINES, LTD., has an interest, as more fully set forth in Exhibit "A" attached hereto and incorporated by reference herein. properties set forth on Exhibit "A" attached hereto and incorporated by reference herein.
- 2. Consideration for Said Transfer: In consideration of the transfer of the undivided interest as

set forth above, WILSON agrees to pay DE LA MARE \$100,000.00 in the following manner.

- a. \$10,000.00 upon execution of this agreement.
- b. WILSON shall, no later than the 30th day of July, 1987, discharge the obligation on the single family residence of DE LA MARE located at 1604 Pyrenees, Carson City, Nevada, which such obligation includes a First Deed of Trust on the subject property in approximately \$65,000.00 to First Interstate Bank of Nevada, which is currently in foreclosure. The discharge of the obligation will require a refinancing of the subject premises; but in any such refinancing, WILSON shall remain personally liable for the discharge of the obligation. After said refinancing has been completed, WILSON will deed the said property located at 1604 Pyrenees Street, Carson City, Nevada, back to DE LA MARE with all rights of ownership.
- c. After the refinancing is completed, DE LA MARE shall receive a further cash payment which will be calculated as follows: The difference of the amount of the payment (\$10,000.00) made upon execution of this agreement, plus the amount needed to pay the foreclosure (\$65,00.00) subtracted from the \$100,000.00 purchase price which will be approximately \$25,000.00
- d. WILSON further agrees to discharge all current or past tax obligations on properties that are the subject of this Agreement in an immediate manner so that no further penalties or payments of current or past obligations shall be incurred by DE LA MARE. All future tax obligations on the subject property shall be discharged by the entity that takes title to the subject properties pursuant to this Agreement.

3. Additional Obligations of the Parties:

WILSON agrees to use all due diligence in the development of those properties referred to in Exhibit "A", consistent with the purpose of the parties in entering this Agreement, to wit: generation of income and revenues from the production of marketable ore. In this respect, WILSON shall be obligated to manage and develop the aforementioned

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properties in a prudent and reasonable manner with the objective of the parties to maximize profits in the development and production of the properties that are the subject of this Agreement. DE LA MARE shall be consulted during all critical stages of the operation for the purpose of providing information and expertise relative to the subject properties. The parties hereto acknowledge that DE LA MARE has substantial knowledge, expertise, and data relative to the subject properties which should be considered and utilized at all stages of development and production consistent with the objectives of maximizing profits.

- 4. <u>Distribution of Profits</u>: The parties agree that all net profits of the operation and development of the properties referred to in Exhibit "A" shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. Net profits shall be determined after payment of all operating expenses for production and development including, but not limited to, overhead and salaries of employees.
- 5. Corporate Ownership: It is anticipated that the properties that are the subject of this Agreement shall be transferred to a Nevada corporation in which WILSON and DE LA MARE shall be directors. Stock ownership shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. The parties acknowledge that the establishment of said corporation is necessary for many business purposes including, but not limited to, the limitation of liability of the individuals that are parties to this Agreement and

the continuous operation of the properties that are the subject of this Agreement.

- 6. Additional Documents: The parties hereto anticipate that additional documents will be required to meet the intent and purpose of this Memorandum of Agreement. In this respect, it is anticipated that Deeds to mining claims and real property, assignments of mining claims, Articles of Incorporation and By-Laws, a Deed to the 1604 Pyrenees Street residence, and corporate resolutions will need to be drafted and executed. Inasmuch as time is of the essence of this Agreement, the parties agree that all reasonable dispatch in the execution of said documents will take place.
- 7. Disclosures: WILSON has been advised and is aware of the existence of conflicting claims on certain properties described in Exhibit "A". WILSON is also aware of the existence of a "Memorandum of Agreement" dated January, 1987, between R. W. DE LA MARE and GALLOWAY, a copy of which Agreement has been provided to WILSON. By execution of this Agreement, WILSON agrees to the acquisition of his property subject to the interest, if any, of said conflicting claims. WILSON also acknowledges and believes that said claims are without foundation and the parties agree to use all due diligence to eliminate any conflicting claims to the properties in question. Any expenses incurred in connection with the removal of said claims, shall be charged as a cost of operation to be

deducted from the proceeds generated from the operation and production prior to distribution of net profits.

8. Enforcement of Agreement: The parties recognize that this is a binding, enforceable Agreement. In the event action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Venue shall be Carson City, Nevada.

RODNEY W DE LA MARE DO MORE
Individually

RODNEY W. DE LA MARE MINES, President DE LA MARE MINES, LTD.

ART WILSON, Individually

ACKNOWLEDGMENT

STATE OF NEVADA)
CARSON CITY : 88

ON THIS <u>99</u> day of <u>MAY</u>, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RODNEY W. DE LA MARE, individually and as President of DE LA MARE MINES, LTD., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he

executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

NOTARY PUBLIC Sersler



3:00~

ACKNOWLEDGMENT

STATE OF NEVADA

. : 88.

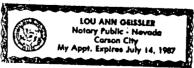
CARSON CITY

: ss)

ON THIS 29 day of MAY, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ART WILSON, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

Sou Jun Jussen
NOTARY PUBLIC



3: ° 2m

SCHEDULE A De La MARE PROPERTY 5-29-87

LYON COUNTY

STOREY COUNTY

PARCEL

2-131-01 2-122-01 2-121-01 800-001-29 2-141-01 2-151-02 2-142-02 800-000-90 2-151-5 88-000-88 800-000-89 800-001-16 800-001-17 800-000-78 800-000-77 800-000-81 800-000-80 800-000-79 800-000-84 800-000-83 800-000-82 800-000-85 800-000-86 800-000-87 800-001-18 800-001-20 800-001-19

AND ALL OTHER UNPATENTED CLAIMS LOCATED IN LYON, STOREY, AND CARSON CITY COUNTIES OF NEVADA

Filed for Record at Request of Att Vileral

May 29, 1987 and 2Min's. Past Lo'clock M.

Recorded in Book So. of Official Records

Page 441 — 448 Storey County. Nevada

Mary Jane Rule Storey County Recorder

By Margaret Lander Deputy

File No. 59783 12.00 Free police.

WHEN RECORDED MAIL TO:

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26 27 1987.

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QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That ART WILSON, RODNEY W. DeLaMARE, an unmarried man, and RODNEY W. DeLaMARE as President of DELAMARE MINES, LTD., a Nevada Corporation in consideration of \$10.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to D.W.C. LODE MINES, LTD., a Nevada Corporation, all the right, title, and interest in those certain mining claims located in Gold Hill Town Site Lots, the County of Storey, State of Nevada, and more particularly described as follows:

See Exhibit "A" attached hereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS our hands this 30^{22} day of December,

ART WILSON

RODNEY W. DELAMARE

DELAMARE MINES, LTD.

By January W De LaNARE President

-1-

BOOK 062 PAGE 166

28
LAW OFFICES OF
P. THOMAS ECK, 118
101 HOFTH MINHEMOTA STREET
CAMON CITY, NEVADA 59101
(101) \$85-8410

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x-32

	91	
1	STATE OF NEVADA)
2	CARSON CITY	: ss.)
3	On this	30 nd day of December, 1987, personally a Notary Public in and for said County
4	and State, ART W	ILSON, known to me to be the person the executed the foregoing instrument, who
5	acknowledged to me	e that he executed the same freely and rether the uses and purposes therein mentioned.
6		A A Sugar
7		NOTARY PUBLIC
8	STATE OF NEVADA	HOLLAND REALIZATION AND A CONTROL OF THE CONTROL OF
9	CARSON CITY	188.
10	On this	307 day of December, 1987, personally
12	and State, RODNEY	, a Notary Public in and for said County W. DeLaMARE, known to me to be the person to executed the foregoing instrument as an
ł	unmarried man and	as President of DELAMARE MINES, LTD., a who acknowledged to me that he executed
	the same freely purposes therein me	and voluntarily and for the uses and
15		$\alpha O \alpha $
16		NOTARY PUBLIC Justin
17		LOU ANN GEISEER HOLLY FURCE NEVANA
18		CALTON CITY My Aget. Expires July 14, 1991
19	·	THE RESIDENCE AND A SAME ASSESSMENT OF THE PARTY OF THE P
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P. THOMAS ECK, III		-2-
CAMBOH CITY, HEVADA 80781 (782) 818-8448		BOOK 062 PAGE 167

DWC LODE MINES LTD GOLD HILL TOWN SITE LOTS - STOREY COUNTY

LOT NUMBER	APPROXIMATE ACRES	STOREY COUNTY PARCEL NUMBER
16, 17, 19, 20, 21, 22	6.44	002-121-01
27, 29, 30, 31, 32, 33	36.11 (LOT 27)	002-141-01
SOUTH 40 FEET OF LOT 55, ALL OF LOT 56	<i>:</i> -	002-142-2
PART OF LOT 35 (NEW NO. 5)		002-151-05
43, 43-1/2, 44, 45, 46	4.30 (LOT 44)	002-122-01
51	25.00	002-131-01
36	3.98	002-151-02

Filed for Record at Request of Sale Mone, Sale Scorey County, Nevada Mone, Storey County, Recorder By Sale Sale Deputy

File No. 6936 Fee 7.00pd

TREASURER DEED

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THIS INDENTURE made and entered into on the 10th day of May, 1993, between KATHLEEN HILTON, Treasurer and Ex-Officio Tax Receiver of Storey County, State of Nevada, PARTY OF THE FIRST PART and KATHLEEN HILTON, Treasurer of Storey County, State of Nevada, and her successors in office, in trust for the use and benefit of the State of Nevada and County of Storey, PARTY OF THE SECOND PART:

WITNESSETH:

WHEREAS, under and by virture of the laws of the State of Nevada, entitled 'an act to Provide Revenue for the Support of the State of Nevada and the Acts Amendatory thereof and supplemental thereto: The county Assessor of Storey County did between the first day of July, 1989, and the first day of January 1990 duly assess and enlist on the assessment roll of said County for the fiscal year 1990/91 the property hereinafter described situate in Storey County Nevada, for the purpose of collecting thereon taxes, authorized by law, to be levied and collected for State, County and Township purposes;

THAT WHEREAS, the first installment of taxes levied and assessed as afore-said upon the porperty hereinafter described not having been paid on or before the first Monday in August 1990, the Ex-Officio Tax Receiver of said County entered upon the Assessment Roll of said County a statement that she had made a levy upon the property hereinafter described for the amount of taxes due thereon and penalties and thereafter placed the same upon the delinquent list of said County as required by the provisions of theActs above mentioned;

THAT WHEREAS, the second installment of taxes levied and assessed as aforesaid upon the property hereinafter described not having been paid on or before the first Monday in October 1990, the Ex-Officio Tax Receiver of said County entered upon the Assessment Roll a statement that she had made a levy upon the property hereinafter described for the amount of taxes due thereon and penalties, and thereafter placed the same upon the delinquent list of said County as required by the provisions of the Acts above mentioned;

AND WHEREAS, the third installment of taxes levied and assessed as fore-said, upon the property hereinafter described not having been paid on or before the first Monday in January, 1991, the Ex-Officio Tax Receiver of said County entered upon the assessment roll a statement that she had made a levy upon the

property hereinafter described for the amount of taxes due thereon and penalties and thereafter placed the same upon the delinquent list of said County as required by the provisions of the Acts above mentioned;

AND WHEREAS, the fourth installment of taxes levied and assessed as afore-said, upon the property hereinafter described not having been paid on or before the first Monday in March, 1991, the Ex-Officio Tax Receiver of said County entered upon the Assessment Roll a statement that she had made a levy upon the property hereinafter described for the amount of taxes due thereon and penalties and thereafter placed the same upon the delinquent list of said County as required by the provisions of the Acts above mentioned;

THAT immediately after the first Monday in March 1991, pursuant to the acts above mentioned, she caused to be published in the Comstock Chronicle a newspaper printed and published in Virginia City, Nevada, State of Nevada a notice containing a description of the property on which such taxes were a lien and which would be sold for the payment thereof, and that delinquent penlaties and costs due thereon, and further specifying that property purchased a said sale was subject to redemption within two years from the date of the Treasurers Deed of Trust by payment of all sums with interest from the date of said Deed of Trust until paid;

AND WHEREAS, the Treasurer and Ex-Officio Tax Receiver, aforesaid, pursuant to the notice aforesaid, did sell the property hereinafter described to the County Treasurer of Storey County to hold in Trust for the County of Storey and State of Nevada, and filed a Certificate therof with the County Recorder of Storey County;

AND WHEREAS, the property hereinafter described and sold as aforesaid, not having been redeemed within the time allowed by law for its redemption, and stated in the Certificate, was listed described on said Assessment Roll and Delignuent Roll and Delignuent Lists and Notice of Sales as follows:

Bilyeu, Richard L. and Karen J.

Parcel # 4-271-62, Lot 8 as shown on the Amended Division of Land Maps, recorded July 5, 1977 under Filing No. 40621, Official Records of Storey Co.

I 2	Bowen, Richard D and Nora M.	Parcel # 3-052-23, Lot 49, Block K, Virginia City Highlands, Unit 1 according to the official Plat thereof recorded as December #35770, as April 43,4074
3		ed as Document #35070, on April 13, 1972, Storey County Records
4	. Collins, Herman D & Patricia A.	Parcel # 3-285-07, Lot 73, Unit No 5 Mark Twain Estates, according to the
5 6		map thereof filed in the office of the County Recorder of Storey County, Nevada on September 24, 1970 as File No 33747.
7	Garrett, Lynn T. and Edith B.	Parcel # 3-073-02, Lot 149,Block M,
8	,	Virginia City Highlands Unit 1 according to the official Plat thereof recorded as Document # 35070, on April 13, 1972 Storey County Records.
9 .	Hill Top Developers, Inc.	Parcel # 3-291-06, Lot 91 Unit No 7
11		Mark Twain Estates according to the map thereof filed in the office of the
12		County Recorder of Storey County Nevada on September 7, 1971 as File No 34560.
13	Hudson, Norman and Linda	Parcel # 3-131-09 Lot 109 Block M Virginia City Highlands, Unit 1 accord-
14	•	ing to the official Plat thereof recorded ed as Document # 35070, on April 13,1972,
15		Storey County Records.
16 17	IDA Consolidated Mines	Parcel # 800-001-31, Pride West #3792 Parcel # 800-001-32, Luckey Star Fr.#3792 Parcel # 800-001-33, Lucky Star #3792
18		Parcel # 800-001-30, Badger # 3792 lode mining claims, being a portion of
19		Mineral Application # 04894, designated by the Surveyor General as Survey No.
20		3792, and patented under United States Patent No 342532; said patent being of record in the office of the County Recorder
21		of Lyon County in Book "L" at page 15 of Mining Deeds; but which said four
22		claims are located in StoreyCounty SAVE AND EXCEPTING from this conveyance
23		that portion of the Lucky Star Claim which was conveyed by Nevada Mining,
24		Reduction and Power Company to D.C. Armstrong by deed of date January 8th,
25	Marradiah I C	1916. Parcel # 4-281-40, Lot 492-S as shown
26	Meredith, L. C.	Parcel # 4-281-40, Lot 492-S as shown on that certain Division of Land Map recorded February 1, 1979, as Series No
27		43664, in the Official Records of Storey County, Nevada
28	Dinos Novolonment Corn	Parcel #800-002-29 Empire State # USS 198
30	Pines Development Corp.	Parcel #800-002-29 Empire State # 033 186 Parcel #800-002-28 Shierle USS # 156 Parcel #800-002-27 Keystone USS 199A
31	OMEGA, INC.	Parcel # 3-304-02, Lot 24 Unit 7,
32		Mark Twain Estates according to the map thereof filed in the office of the County Recorder of Storey County Nevada on September 7, 1971 as File No 34560

Patented Mining Claims as follows:

Mineral Survey No.	Claim Name	Patent Number	Parcel Number
49 120 125 55 2025 100 117 4599 2022 2025 131 144 1896 1897 1898 1980 2023 2022	Front Lode (A + B) Holman Niagara Keystone Wedge (Overland) Memphis Chonta Caleodonia Ledge Overland White Lead Cliff House Black Bird South Alamo East Alamo Corey - Jay Boer German Bell Sebastapol	141 167515 2351 785 39507 1436 2438 9452 39507 16696 6916 33721 33722 33733 3704 38822 39502	800-001-19 800-000-78 800-000-79 800-001-16 800-000-88 800-001-17 800-001-18 800-001-20 800-000-89 800-000-80 800-000-81 800-000-81 800-000-83 800-000-84 800-000-85 800-000-86
80	South Comstock	1066	800-000-77

D.W.C. Lode Mines, LTD

Gold Hill Town Site Lots as follows:

Lot Number App	rox. Acres	Parcel Number	<u>Block</u>	Range
16,17,19,20, 21, & 22	6.44	2-121-01	6	С
27,29,30,31, 32,33	36.11 (Lot 27)	2-141-01	, 6	С
South 40 Feet of Lot 55, All of 56	. *	2-141-02	8	D
Part of Lot 35 (New No. 5)		2-151-05	6	. C
43,43-1, 44, 45,46	4.30 (Lot 44)	2-122-01	8	D
51	25.00	2-131-01	8	D
36	3.98	2-151-02	. 6	С

NOW THEREFORE, this Indenture Withnesseth that in consideration of the premises and the several amounts of taxes, penalties, and costs hereinbefore described, AS PARTY OF THE FIRST PART, I, KATHLEEN HILTON, Treasurer and Ex-Officio Tax Receiver, Storey County, State of Nevada, do hereby grant, bargain sell and convey unto myself as the PARTY OF THE SECOND PART, all and singular the property hereinabove described as fully and completely as I may or can lawfully convey the same together with all and singular the enements, hereditaments and appurtenances thereto belonging or in anywise appertaining known and unknown in and to the several above described premises and every part and parcel thereof.

with the appurtenances which they or either of them possessed on the day of the levy of the taxes aforesaid.

TO HAVE AND TO HOLD all and singular the hereinabove mentioned and described property together with the appurtenances thereunto belonging, unto myself as said TREASURER OF STOREY COUNTY, State of Nevada, and to my successors in office in trust for the use and benefit of the State of Nevada and County of Storey forever.

IN WITNESS WHEREOF, I, the said KATHLEEN HILTON AS TREASURER and Ex-Officib Tax Receiver of Storey County, State of Nevada, have hereunto set my hand the day and year first above written.

SEAL AFFIXED

XXXIII EYL KATHLEEN HILTON,

Treasurer and Ex-Officio Tax Receiver, County of Storey, State of Nevada.

FILED FUR RECORDING
AT THE REQUEST OF
Kuth, Hillon
Transverof Story County
93 HAY 10 AM 11: 36

FILE NO. U71376

MARGARET LOWTHER
STOREY COUNTY RECORDER!

NOOK 094 PACE 626